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Attorneys for Plaintiff, Super 8 Worldwide, Inc., formerly known as Super 8 Motels, Inc.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SUPER 8 WORLDWIDE, INC., a South Dakota Corporation, formerly known as SUPER 8 MOTELS, INC. Plaintiff, v. RIPLEY MOTEL, LLC, a Missouri Limited Liability Company; HAL E. HUNTER, III, an individual; GENE F. HUEGERICH, an individual; and THOMAS J. WIELAND, an individual, Defendants.	: : : : : : : :	Civil Action No. 16- **VERIFIED COMPLAINT**

Plaintiff Super 8 Worldwide, Inc., formerly known as Super 8 Motels, Inc., by its attorneys, LeClairRyan, complaining of defendants Ripley Motel, LLC, Hal E. Hunter, III, Gene F. Huegerich, and Thomas J. Wieland, says:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Super 8 Worldwide, Inc., formerly known as Super 8 Motels, Inc. ("SWI") is a corporation organized and existing under the laws of the State of South Dakota, with its principal place of business in Parsippany, New Jersey.

2. Defendant Ripley Motel, LLC ("Ripley Motel"), on information and belief, is a limited liability company organized and existing under the laws of the State of Missouri, with its principal place of business at 545 Virginia Street, New Madrid, Missouri 63869.

3. Defendant Hal E. Hunter, III ("Hunter"), on information and belief, is a member of Ripley Motel and a citizen of the State of Missouri, having an address at 545 Virginia Street, New Madrid, Missouri 63869.

4. Defendant Gene F. Huegerich ("Huegerich"), on information and belief, is a member of Ripley Motel and a citizen of the State of Iowa, having an address at 306 West 6th Street, Carroll, Iowa 51401.

5. Defendant Thomas J. Wieland ("Wieland"), on information and belief, is a member of Ripley Motel and a citizen of the State of Missouri, having an address at 545 Virginia Street, New Madrid, Missouri 63869.

6. Upon information and belief, Hunter, Huegerich, and Wieland are the only constituent members of Ripley Motel.

7. The amount in controversy in this matter, exclusive of interest and costs, exceeds the sum of $75,000.

8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1332 & 1338, 15 U.S.C. § 1121 and, with respect to certain claims, 28 U.S.C. § 1367.

9. This Court has personal jurisdiction over Ripley Motel by virtue of, among other things, section 17.4 of June 11, 1999 franchise agreement by and between Ripley Motel and SWI (the "Franchise Agreement"), described in more detail below, pursuant to which Ripley Motel has consented "to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey . . . ."

10. This Court has personal jurisdiction over Hunter, Huegerich, and Wieland by virtue of, among other things, the terms of a guaranty (the "Guaranty"), described in more detail

below, pursuant to which Hunter, Huegerich, and Wieland acknowledged that they were personally bound by section 17 of the Franchise Agreement.

11. Venue is proper in this District pursuant to section 17.4 of the Franchise Agreement, inasmuch as that provision contains an express waiver by Ripley Motel of any objection to venue in this District.

ALLEGATIONS COMMON TO ALL COUNTS

The Super 8® Marks

12. SWI is one of the largest guest lodging facility franchise systems in the United States, and is widely known as a provider of guest lodging facility services.

13. SWI owns and has the exclusive right to license the use of the service mark SUPER 8® and various related trade names, trademarks and service marks (certain of which are on the principal register of the United States Patent and Trademark Office), logos, and derivations thereof (the "Super 8® Marks"), as well as the distinctive Super 8® System, which provides guest lodging services to the public under the Super 8® name and certain services to its franchisees, including a centralized reservation system, advertising, publicity, and training services.

14. SWI or its predecessors first used the SUPER 8 MOTEL mark in 1973 and the Super 8® Marks are in full force and effect. Certain of the registered Super 8® Marks are incontestable pursuant to 15 U.S.C. § 1065.

15. SWI has given notice to the public of the registration of the Super 8® Marks as provided in 15 U.S.C. § 1111.

16. SWI uses or has used the Super 8® Marks as abbreviations of its brand name.

17. Through its franchise system, SWI markets, promotes, and provides services to its guest lodging franchisees throughout the United States. In order to identify the origin of their guest lodging services, SWI allows its franchisees to utilize the Super 8® Marks and to promote the Super 8® brand name.

18. SWI has invested substantial effort over a long period of time, including the expenditure of millions of dollars, to develop goodwill in its trade names and service marks to cause consumers throughout the United States to recognize the Super 8® Marks as distinctly designating SWI guest lodging services as originating with SWI.

19. The value of the goodwill developed in the Super 8® Marks does not admit of precise monetary calculation, but because SWI is one of the largest guest lodging facility franchise systems in the United States and is widely known as a provider of guest lodging facility services, the value of SWI's goodwill exceeds hundreds of millions of dollars.

20. The Super 8® Marks are indisputably among the most famous in the United States.

The Agreements Between The Parties

21. On or about June 11, 1999, SWI entered into the Franchise Agreement with Ripley Motel for the operation of a 39-room[1] Super 8® guest lodging facility located at 765 Highway 51, Ripley, Tennessee 38063, designated as Site No. 12398-87842-01 (the "Facility"). A true copy of the Franchise Agreement is attached hereto as Exhibit A.

22. Pursuant to section 5 of the Franchise Agreement, Ripley Motel was obligated to operate a Super 8® guest lodging facility for a twenty-year term.

[1] By letter dated February 19, 2010, a true copy which is attached hereto as Exhibit B, the room count for the Facility was changed from 40 to 39.

23. Pursuant to section 7 and Schedule C of the Franchise Agreement, Ripley Motel was required to make certain periodic payments to SWI for royalties, system assessments, taxes, interest, reservation system user fees, annual conference fees, and other fees (collectively, Recurring Fees).

24. Pursuant to section 7.3 of the Franchise Agreement, Ripley Motel agreed that interest is payable "on any past due amount payable to [SWI] under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid."

25. Pursuant to section 3.9 of the Franchise Agreement, Ripley Motel was required to prepare and submit monthly reports to SWI disclosing, among other things, the amount of gross room revenue earned by Ripley Motel at the Facility in the preceding month for purposes of establishing the amount of royalties and other Recurring Fees due to SWI.

26. Pursuant to section 3.9 of the Franchise Agreement, Ripley Motel agreed to maintain at the Facility accurate financial information, including books, records, and accounts, relating to the gross room revenue of the Facility and, pursuant to sections 3.8 and 4.8 of the Franchise Agreement, Ripley Motel agreed to allow SWI to examine, audit, and make copies of the entries in these books, records, and accounts.

27. Pursuant to section 11.2 of the Franchise Agreement, SWI could terminate the Franchise Agreement, with notice to Ripley Motel, for various reasons, including Ripley Motel's (a) failure to pay any amount due SWI under the Franchise Agreement, (b) failure to remedy any other default of its obligations or warranties under the Franchise Agreement within 30 days after receipt of written notice from SWI specifying one or more defaults under the Franchise

Agreement, and/or (c) receipt of two or more notices of default under the Franchise Agreement in any one year period, whether or not the defaults were cured.

28. Pursuant to section 12.1 and section 18.1 of the Franchise Agreement, Ripley Motel agreed that, in the event of a termination of the Franchise Agreement pursuant to section 11.2, it would pay liquidated damages to SWI in accordance with a formula specified in the Franchise Agreement.

29. Section 18.1 of the Franchise Agreement specifically set liquidated damages for the Facility at $1,000.00 for each guest room at the Facility Ripley Motel was authorized to operate at the time of termination.

30. Section 13 of the Franchise Agreement specified Ripley Motel's obligations in the event of a termination of the Franchise Agreement, including its obligation to immediately cease using all of the Super 8® Marks.

31. Effective as of the date of the Franchise Agreement, Hunter, Huegerich, and Wieland provided SWI with a Guaranty of Ripley Motel's obligations under the Franchise Agreement. A true copy of the Guaranty is attached hereto as Exhibit C.

32. Pursuant to the terms of the Guaranty, Hunter, Huegerich, and Wieland agreed, among other things, that upon a default under the Franchise Agreement, they would "immediately make each payment and perform or cause Franchisee to perform, each unpaid or unperformed obligation of Franchisee under the [Franchise] Agreement."

33. Pursuant to the terms of the Guaranty, Hunter, Huegerich, and Wieland agreed to pay the costs, including reasonable attorneys' fees, incurred by SWI in enforcing its rights or remedies under the Guaranty or the Franchise Agreement.

The Defendants' Defaults and Termination

34. By letter dated June 26, 2013, a true copy of which is attached hereto as Exhibit D, SWI advised Ripley Motel that (a) it was in breach of the Franchise Agreement because it owed SWI approximately $53,111.62 in outstanding Recurring Fees, (b) it had 30 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

35. By letter dated October 30, 2013, a true copy of which is attached hereto as Exhibit E, SWI advised Ripley Motel that (a) it was in breach of the Franchise Agreement because it owed SWI approximately $58,169.36 in outstanding Recurring Fees, (b) it had 30 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

36. By letter dated January 16, 2014, a true copy of which is attached hereto as Exhibit F, SWI advised Ripley Motel that (a) it was in breach of the Franchise Agreement because it owed SWI approximately $66,583.86 in outstanding Recurring Fees, (b) it had 30 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

37. By letter dated April 18, 2014, a true copy of which is attached hereto as Exhibit G, SWI advised Ripley Motel that (a) it was in breach of the Franchise Agreement because it owed SWI approximately $76,603.54 in outstanding Recurring Fees, (b) it had 30 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

38. By letter dated June 16, 2014, a true copy of which is attached hereto as Exhibit H, SWI advised Ripley Motel that (a) it was in breach of the Franchise Agreement because it

owed SWI approximately $83,407.36 in outstanding Recurring Fees, (b) it had 30 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

39. By letter dated October 31, 2014, a true copy of which is attached hereto as Exhibit I, SWI advised Ripley Motel that (a) it was in breach of the Franchise Agreement because it owed SWI approximately $97,070.02 in outstanding Recurring Fees, (b) it had 30 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

40. By letter dated February 5, 2015, a true copy of which is attached hereto as Exhibit J, SWI advised Ripley Motel that (a) it was in breach of the Franchise Agreement because it owed SWI approximately $107,282.81 in outstanding Recurring Fees, (b) it had 30 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

41. By letter dated June 1, 2015, a true copy of which is attached hereto as Exhibit K, SWI advised Ripley Motel that (a) it was in breach of the Franchise Agreement because it owed SWI approximately $124,437.21 in outstanding Recurring Fees, (b) it had 30 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

42. By letter dated September 29, 2015, a true copy of which is attached hereto as Exhibit L, SWI advised Ripley Motel that (a) it was in breach of the Franchise Agreement because it owed SWI approximately $137,893.18 in outstanding Recurring Fees, (b) it had 30 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

43. By letter dated November 18, 2015, a true copy of which is attached hereto as Exhibit M, SWI advised Ripley Motel that (a) it was in breach of the Franchise Agreement because it owed SWI approximately $146,646.30 in outstanding Recurring Fees, (b) it had 30 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

44. By letter dated March 24, 2016, a true copy of which is attached hereto as Exhibit N, SWI advised Ripley Motel that (a) it was in breach of the Franchise Agreement because it owed SWI approximately $162,674.71 in outstanding Recurring Fees, (b) it had 30 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

45. By letter dated May 13, 2016, a true copy of which is attached as Exhibit O, SWI terminated the Franchise Agreement, effective May 13, 2016, and advised Ripley Motel that (a) it was to immediately discontinue the use of all trade names, service marks, signs, and other forms of advertising, and other indicia of operation as a Super 8® Facility, and to discontinue the use of other materials on the premises effectively to distinguish the same from its former appearance as a Super 8® System facility, (b) all items bearing the Super 8® Marks had to be removed, (c) all signs and any listings in directories and similar guides in which the Facility was identified as a Super 8® had to be changed, (d) it was required to pay to SWI as liquidated damages for premature termination the sum of $39,000.00 as required under the Franchise Agreement, (e) it had to de-identify the Facility within 10 days from the receipt of the notice, and (f) demand was made for all outstanding Recurring Fees through the date of termination.

46. The termination of the Franchise Agreement precludes Ripley Motel from any further use of the Super 8® Marks in or around the Facility.

47. The termination of the Franchise Agreement precludes Ripley Motel from any further use of the Super 8® Marks to induce the traveling public to use the Facility in any way.

48. Since the termination of the Franchise Agreement, Ripley Motel has continued to use the Super 8® Marks to induce the traveling public to rent guest rooms at the Facility.

49. Since the termination of the Franchise Agreement, Ripley Motel has used the Super 8® Marks without authorization to rent rooms through, among other things, failure to remove Super 8® signage and continuing to identify the Facility as a Super 8® guest lodging facility.

50. Ripley Motel has continued to misuse the Super 8® Marks despite receiving notification from SWI to cease and desist from the misuse of the Super 8® Marks.

FIRST COUNT

51. SWI repeats and makes a part hereof each and every allegation set forth in paragraphs 1 through 50 of the Verified Complaint.

52. Section 32 of the Lanham Act, 15 U.S.C. § 1114(1)(a), provides in pertinent part that "[a]ny person who shall, without the consent of the registrant — use in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive . . . shall be liable in a civil action by the registrant . . . ."

53. Ripley Motel marketed, promoted, and rented, and continues to market, promote, and rent rooms at the Facility through the unauthorized use of the Super 8® Marks, and such use caused and is likely to continue to cause confusion or mistake among prospective or actual customers, in violation of Section 32 of the Lanham Act.

54. Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), provides in pertinent part that "[a]ny person who, on or in connection with any goods or services . . . uses in commerce any word, term, name, symbol . . . or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which is likely to cause confusion, or to cause mistake, or to deceive as to affiliation . . . or as to the origin, sponsorship, or approval of . . . goods and/or services . . . shall be liable in a civil action . . . ."

55. The acts of Ripley Motel in marketing, promoting, and renting rooms at the Facility, through and with the Super 8® Marks, constitute:

a) a false designation of origin;

b) a false and misleading description of fact; and

c) a false and misleading representation of fact;

that caused and are likely to continue to cause confusion, or to cause mistake, or deception, as to the affiliation of Ripley Motel's Facility with SWI, and to cause confusion, or to cause mistake, or deception, to the effect that SWI sponsors or approves of the guest lodging services that Ripley Motel provide at the Facility, all in violation of Section 43(a) of the Lanham Act.

56. Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c), provides in pertinent part that "[t]he owner of a famous mark shall be entitled, subject to the principles of equity and upon such terms as the court deems reasonable, to an injunction against another person's commercial use in commerce of a mark or trade name, if such use begins after the mark has become famous and causes dilution of the distinctive quality of the mark, and to obtain such other relief as is provided in this subsection."

57. Ripley Motel's use of the Super 8® Marks in connection with goods and services at the Facility, after the Super 8® Marks became famous, caused and will continue to cause

dilution and disparagement of the distinctive quality of the Super 8® Marks, and lessened and will continue to lessen the capacity of the Super 8® Marks to identify and distinguish the goods and services of SWI, all in violation of Section 43(c) of the Lanham Act.

58. Ripley Motel's on-going acts of infringement in violation of Sections 32, 43(a), and 43(c) of the Lanham Act are malicious, fraudulent, willful, and deliberate.

59. Ripley Motel's on-going acts of infringement in violation of Sections 32, 43(a), and 43(c) of the Lanham Act have inflicted and continue to inflict irreparable harm on SWI.

60. SWI has no adequate remedy at law.

61. No previous injunctive relief has been awarded with respect to this matter in this case or any other case.

WHEREFORE, pursuant to 15 U.S.C. §§ 1114, and 1125(a) & (c), SWI demands judgment against Ripley Motel:

(a) Preliminarily and permanently restraining and enjoining Ripley Motel, its affiliates, subsidiaries, officers, agents, servants, employees and attorneys, and all those who act in concert or participation with it, from marketing, promoting, or selling guest lodging services at the Facility through and with the Super 8® Marks; and

(b) Granting compensatory damages, treble damages, attorneys' fees, prejudgment interest, costs of suit, and such other and further relief as this Court shall deem just and proper.

SECOND COUNT

62. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 61 of the Complaint.

63. Pursuant to sections 3.8 and 4.8 of the Franchise Agreement, Ripley Motel agreed to allow SWI to examine, audit, and make copies of Ripley Motel's financial information, including books, records, and accounts, relating to the gross room revenue earned at the Facility.

64. Ripley Motel has engaged in acts and practices, as described, which amount to infringement of the Super 8® Marks in an unlawful, unfair, and fraudulent manner which is likely to confuse the public.

65. As a result, Ripley Motel owes restitution and the disgorgement of profits, in an amount unknown to SWI, and which amount cannot be ascertained without an accounting of the receipts and disbursements, profit and loss statements, and other financial materials, statements and books from Ripley Motel.

66. The calculation of the monetary amounts sought by SWI in this action is based on the gross room revenue information supplied to SWI by Ripley Motel and, to the extent there has been non-reporting, SWI's estimate as to the gross room revenue earned by Ripley Motel.

67. The accuracy of this estimate cannot be ascertained without an accounting of the receipts and disbursements, profit and loss statements, and other financial materials, statements and books from Ripley Motel.

WHEREFORE, SWI demands judgment ordering that Ripley Motel account to SWI for any and all revenue derived as a result of marketing, promoting, or selling guest lodging services at the Facility through and with the Super 8® Marks from the inception through the date of termination of the Franchise Agreement.

THIRD COUNT

68. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 67 of the Complaint.

69. By letter dated May 13, 2016, SWI terminated the Franchise Agreement, effective May 13, 2016, due to Ripley Motel's failure to meet its financial obligations under the terms of the Franchise Agreement.

70. Section 12.1 and section 18.1 of the Franchise Agreement provide that, in the event of termination of the Franchise Agreement due to action of the Franchisee, Ripley Motel shall pay liquidated damages to SWI within 30 days of termination.

71. Section 18.1 of the Franchise Agreement specifically set liquidated damages for the Facility at $1,000.00 for each guest room at the Facility Ripley Motel was authorized to operate at the time of termination. At the time of termination, Ripley Motel was authorized to operate thirty-nine guest rooms at the Facility. Accordingly, the amount of liquidated damages due and owing from Ripley Motel is $39,000.00.

72. Notwithstanding SWI's demand for payment, Ripley Motel has failed to pay SWI the liquidated damages as required in section 12.1 and section 18.1 of the Franchise Agreement.

73. SWI has been damaged by Ripley Motel's failure to pay liquidated damages.

WHEREFORE, SWI demands judgment against Ripley Motel for liquidated damages in the amount of $39,000.00 together with interest, attorneys' fees, and costs of suit.

FOURTH COUNT

74. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 73 of the Complaint.

75. By virtue of the premature termination of the Franchise Agreement, SWI sustained a loss of future revenue over the remainder of the twenty-year term of the Franchise Agreement.

76. If the Court determines that Ripley Motel is not liable to pay SWI liquidated damages as required by section 12.1 and section 18.1 of the Franchise Agreement then, in the alternative, Ripley Motel is liable to SWI for actual damages for the premature termination of the Franchise Agreement.

77. SWI has been damaged by Ripley Motel's breach of its obligation to operate a Super 8® guest lodging facility for the remaining term of the Franchise Agreement.

WHEREFORE, SWI demands judgment against Ripley Motel for actual damages in an amount to be determined at trial, together with interest, attorneys' fees, and costs of suit.

FIFTH COUNT

78. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 77 of the Complaint.

79. Pursuant to section 7 and Schedule C of the Franchise Agreement, Ripley Motel was obligated to remit Recurring Fees to SWI.

80. Despite its obligation to do so, Ripley Motel failed to remit certain of the Recurring Fees due and owing under the Franchise Agreement, in the current amount of $180,865.40.

81. Ripley Motel's failure to remit the agreed Recurring Fees constitutes a breach of the Franchise Agreement and has damaged SWI.

WHEREFORE, SWI demands judgment against Ripley Motel for the Recurring Fees due and owing under the Franchise Agreement, in the current amount of $180,865.40, together with interest, attorneys' fees, and costs of suit.

SIXTH COUNT

82. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 81 of the Complaint.

83. At the time of the termination of the Franchise Agreement, Ripley Motel was obligated to pay SWI Recurring Fees.

84. Despite its obligation to do so, Ripley Motel failed to pay certain of the Recurring Fees due and owing under the Franchise Agreement, in the current amount of $180,865.40.

85. In addition, Ripley Motel benefited from its wrongful use of the Super 8® Marks after termination of the Franchise Agreement and paid no royalty or other Recurring Fees SWI in return for that benefit.

86. Ripley Motel's failure to compensate SWI constitutes unjust enrichment and has damaged SWI.

WHEREFORE, SWI demands judgment against Ripley Motel for the Recurring Fees due and owing under the Franchise Agreement, in the current amount of $180,865.40, together with interest, attorneys' fees and all royalties and other Recurring Fees that should be paid to compensate SWI for the period during which Ripley Motel misused the Super 8® Marks and was thereby unjustly enriched, together with interest and costs of suit, and costs of suit.

SEVENTH COUNT

87. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 86 of the Complaint.

88. Pursuant to the terms of the Guaranty, Hunter, Huegerich, and Wieland agreed, among other things, that upon a default under the Franchise Agreement, they would immediately

make each payment and perform each obligation required of Ripley Motel under the Franchise Agreement.

89. Despite their obligation to do so, Hunter, Huegerich, and Wieland have failed to make any payments or perform or cause Ripley Motel to perform each obligation required under the Franchise Agreement.

90. Pursuant to the Guaranty, Hunter, Huegerich, and Wieland are liable to SWI for Ripley Motel's liquidated damages in the amount of $39,000.00, or actual damages in an amount to be determined at trial, Ripley Motel's Recurring Fees due and owing under the Franchise Agreement, in the current amount of $180,865.40, and for those additional Recurring Fees attributable to the period during which Ripley Motel has misused the Super 8® Marks.

WHEREFORE, SWI demands judgment against Hunter, Huegerich, and Wieland for damages in the amount of

a) All liquidated damages or actual damages and Recurring Fees due and owing under the Franchise Agreement, together with interest, attorneys' fees, and costs of suit; and

b) All profits, royalties, and other Recurring Fees that should be paid to compensate SWI for the period during which Ripley Motel misused the Super 8® Marks and was thereby unjustly enriched, together with interest, attorneys' fees and costs of suit.

LeClairRyan
Attorneys for Plaintiff,
Super 8 Worldwide, Inc.,
formerly known as Super 8 Motels, Inc.

By: ______________________
BRYAN P. COUCH

Dated: 9/22/16

CERTIFICATION PURSUANT TO L. CIV. R. 11.2

I certify that, to the best of my knowledge, this matter is not the subject of any other action pending in any court or of any pending arbitration or administrative proceeding.

LeClairRyan
Attorneys for Plaintiff,
Super 8 Worldwide, Inc.,
formerly known as Super 8 Motels, Inc.

By:____________________________
BRYAN P. COUCH

Dated: 9/22/16

VERIFICATION

STATE OF NEW JERSEY)
) ss:
COUNTY OF MORRIS)

Suzanne Fenimore, of full age, being duly sworn according to law, upon his oath, deposes and says:

I am the Senior Director of Contracts Compliance for Super 8 Worldwide, Inc., formerly known as Super 8 Motels, Inc., which is plaintiff in this action.

I have read the foregoing Verified Complaint and all the allegations contained therein. Except as to allegations alleged upon information and belief, which allegations I believe to be true, all the allegations in the Verified Complaint are true based on my personal knowledge, the records of SWI and/or information available through employees of SWI.

SUZANNE FENIMORE

Sworn and subscribed to before
me this 22 day of Sept., 2016

NOTARY PUBLIC

KAREN A. BROMM
My Commission Expires
NOTARY PUBLIC
01-24-2017
STATE OF NEW JERSEY

EXHIBIT A

Location: **Ripley, TN**
Entity No. 27842
Unit No.: 12348

SUPER 8 MOTELS, INC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement"), dated June 11, 1999, is between SUPER 8 MOTELS, INC., a South Dakota corporation ("we", "our" or "us"), and **Ripley Motel, LLC, a Limited Liability Company** ("you"). The definitions of capitalized terms are found in Appendix A. In consideration of the following mutual promises, the parties agree as follows:

1. **License.** We have the exclusive right to license and franchise to you the distinctive "Super 8" System for providing economy lodging motel services. We grant to you and you accept the License, effective and commencing on the Opening Date and ending on the earliest to occur of the Term's expiration or a Termination. The License is effective only at the Location and may not be transferred or relocated. You will call the Facility a "Super 8 Motel" and you may adopt additional or secondary designations for the Facility with our prior written consent, which we may withhold, condition, or withdraw on written notice in our sole discretion.

2. **Protected Territory.** We will not own, operate, lease, manage, or license anyone but you to operate a Chain Facility of the same name (Super 8 Motel) in the "Protected Territory", defined in Appendix A, while this Agreement is in effect. We may own, operate, lease, manage, franchise or license anyone to operate any Chain Facility located anywhere outside the Protected Territory without any restriction or obligation to you. We may grant Protected Territories for other Chain Facilities that overlap your Protected Territory. While this Agreement is in effect, neither you nor your officers, directors, general partners or owners of 25% or more of your Equity Interests, may own, operate, lease, manage or franchise any guest lodging facility other than the Facility in the Protected Territory (other than the Facility) unless we or our affiliate licenses the facility. You will use any information obtained through the Reservation System to refer guests, directly or indirectly, only to Chain Facilities. This Section does not apply to any Chain Facility located in the Protected Territory on the Effective Date, which we may renew, relicense, allow to expand, or replace with a replacement Facility located with the same trading area having not more than 120% of the guest rooms of the replaced Chain Facility if its franchise with us terminated or is not renewed. The Protected Territory fairly represents the Facility's trading area, and you acknowledge that. There are no express or implied territorial rights or agreements between the parties except as stated in this Section. The covenants in this Section are mutually dependent; if you breach this Section, your Protected Territory will be the Location only.

3. **Your Improvement and Operating Obligations.** Your obligations to improve, operate and maintain the Facility are:

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3.1 **Improvements.** You must select and acquire the Location and acquire, design, construct, equip and supply the Facility in accordance with the Approved Plans, Schedule B and System Standards. You will provide proof of ownership or a ground lease of the Location before or within 30 days after the Effective Date. You will commence construction of the Facility no later than **one hundred eighty (180)** days after the Effective Date and complete construction no later than **twelve (12)** months from the Effective Date. Your general contractor or you must carry the insurance required under this Agreement during construction. We may, at our option, terminate this Agreement by written notice to you if you do not meet these deadlines. We may, in our sole discretion, grant extensions of time to perform any phase of the Improvement Obligation. You will pay us a non-refundable extension fee equal to $2.00 per room for each day of any extension of the deadline for completing the Facility. This Fee will be payable to us on each 30 days of the extension. You will pay us the balance of the extension fee outstanding when the Facility opens 10 days after the Opening Date. The Initial Fee described in Section 6 is not refundable. Construction commences, for purposes of this Section, when all of the following occur: (x) We approve a site plan, completed working drawings and detail specifications for the Facility; (y) Governmental permits are issued to commence foundation construction; and (z) You commence pouring concrete for building footings.

3.2 **Improvement Plans.** You will create plans and specifications for the work described in Section 3.1 (based upon the System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like. Our review does not cover technical, architectural or engineering factors, or compliance with federal, state or local laws, regulations or code requirements. We will not be liable to you or your lenders, contractors, employees, guests or others on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material modifications to or variations from the Approved Plans require our prior written approval. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

3.3 **Pre-Opening.** You may identify the Facility as a Chain Facility prior to the Opening Date, or commence operation of the Facility under a Mark and using the System, only after first obtaining our approval or as permitted under and strictly in accordance with the System Standards Manual. You may not open the Facility until we receive from you and your architect, licensed professional engineer, or recognized expert consultant on the Americans with Disabilities Act a written certificate or opinion stating that the Facility as built conforms to the design standards of the Americans with Disabilities Act, the related federal regulations and all applicable state and local codes governing public accommodations for persons with disabilities.

3.4 **Operation.** You will operate and maintain the Facility continuously after the Opening Date on a year-round basis as required by System Standards and offer transient guest lodging and other related services of the Facility (including those specified on Schedule B) to the public in compliance with the law and System Standards. If you do not manage the Chain Fa ility personally, you must employ a full-time general manager who will be dedicated solely to the Facility. You will keep the Facility in a clean, neat, and sanitary condition. You will clean, repair, replace, renovate, refurbish, paint, and redecorate the Facility and its FF&E as and when needed to comply with System Standards. The Facility will accept payment from guests by all credit and debit cards we designate in the System Standards Manual. You may add to or discontinue the amenities, services and facilities described in Schedule B, or to lease or subcontract any service or portion of the Facility only with our prior written consent, which we will not unreasonably withhold or delay. Your front desk operation, telephone system, parking lot, swimming pool and other guest service facilities may not be shared with or used by guests of another lodging or housing facility.

3.5 **Training.** You or one of your principal owners will attend at our request, at your expense for travel, meals and lodging, and at a mutually convenient time, an orientation program of not more than 3 days held in our offices. The Facility's general manager must attend the training program described in Section 4.1 even if you employ other managers for other Chain facilities who have already received such training. You will train or cause the training of all Facility personnel as and when required by System Standards and this Agreement. You will pay all travel, lodging, meals and compensation expenses of the people you send for training programs, tuition, and all travel, lodging, meal and facility and equipment rental expenses of our representatives if training is provided at the Facility.

3.6 **Marketing.** You will participate in System marketing programs, including the Directory and the Reservation System. You will obtain and maintain the computer and communications service and equipment we specify to participate in the Reservation System. You will comply with our rules and standards for participation, and will honor reservations and commitments to guests and travel industry participants. You may implement, at your option and expense, your own local advertising. Your advertising materials must use the Marks correctly, and must comply with System Standards or be approved in writing by us prior to publication. You will stop using any non-conforming, out-dated or misleading advertising materials if we so request.

3.7 **Governmental Matters.** You will obtain as and when needed all governmental permits, licenses and consents required by law to construct, acquire, renovate, operate and maintain the Facility and to offer all services you advertise or promote. You will pay when due or properly contest all federal, state and local payroll, withholding, unemployment, beverage, permit, license, property, ad valorem and other taxes, assessments, fees, charges, penalties and interest, and will file when due all governmental returns, notices and other filings.

3.8 **Inspections and Audits.** You will permit our representatives to perform quality assurance inspections of the Facility and audit your financial and operating books and records (including tax returns), particularly those relating to the Facility and any related business, with or without prior notice of the inspection or audit. The inspections and audits will commence during normal business hours, although we may observe Facility operation and accounting activity at any time.

You, the Facility staff and your other agents and employees will cooperate with our inspectors and auditors in the performance of their duties. Y u will pay us any underpayment of, and we will pay you or credit your Recurring Fee account for any overpayment of, Recurring Fees discovered by the audit. If the Facility does not pass an inspection, you refuse to cooperate with our inspectors or our auditors when they arrive for an audit at a time scheduled at least 3 business days in advance or the audit reveals that you paid us less than 97% of the correct amount of Recurring Fees for a fiscal year or longer, you will pay us the Audit Fee described in Section 4.8, or the reasonable costs of travel, lodging and meal expenses for reinspection and any reinspection fee we may impose. We may publish or disclose the results of quality assurance inspections.

3.9 **Reports and Accounting.** You will prepare and submit timely monthly reports containing the information we require about the Facility's performance during the preceding month. You will prepare and submit other reports and information about the Facility as we may reasonably request from time to time or in the System Standards Manual. You will prepare and maintain any reports required under the System Standards Manual in the Facility's property management or reservation computer system, including the name and address of Facility guests, if collected, and send them to us or allow us to access them by means of a telephone datalink. You will allow us access to the reports and data stored on the Facility's property management or reservation computer system via telephone, provided that we will not unreasonably interfere with normal functioning of the property management or reservation computer system. You will maintain accounting books and records in accordance with generally accepted accounting principles and the American Hotel & Motel Association Uniform System of Accounts for Hotels, as amended, subject to this Agreement and other reasonable accounting standards we may specify from time to time. You will prepare and submit to us if we so request your annual and semi-annual financial statements. If your financial statements are audited, you will send us a copy of your audited statements if we ask for them.

3.10 **Insurance.** You will obtain and maintain during the Term of this Agreement the insurance coverage required under the System Standards Manual from insurers meeting the standards established in the Manual. Unless we instruct you otherwise, your liability insurance policies will name Super 8 Motels, Inc., Cendant Finance Holding Corporation and Cendant Corporation, their successors and assigns as additional insureds.

3.11 **Conferences.** You or your representative will attend each Chain conference and pay the System Conference Fee we set for the Chain franchisees, if and when we determine to hold a System conference. The Fee will be the same for all U.S. and Canadian facilities that we franchise. You will receive reasonable notice of a Chain conference.

3.12 **Purchasing.** You will purchase or obtain certain items we designate as proprietary or that bear Marks, such as signage, only from suppliers we approve. You may purchase any other items for the Facility from any competent source you select, so long as the items meet or exceed System Standards.

3.13 **Good Will.** You will use reasonable efforts to protect, maintain and promote the name "Super 8 Motels" and its distinguishing characteristics, and the other Marks. You will not permit or allow your officers, directors, principals, employees, representatives, or guests of the Facility to e gage in, conduct which is unlawful or damaging to the good will or public image of the Chain or System. You will follow System Standards for identification of the Facility and for you to avoid confusion on the part of guests, creditors, lenders, investors and the public as to your ownership and operation of the Facility, and the identity of your owners. You will refer any guest that the Facility cannot accommodate to the nearest Chain Facility unless and until the guest expresses a preference for a different lodging facility. You will participate in any Chain-wide guest service and satisfaction guaranty programs we require in good faith for all Chain Facilities.

3.14 **Credit Card Programs.** You recognize that the Super 8 "VIP Card" credit card program is an integral part of the System. You will participate in the VIP Card program and other proprietary credit card programs we may require from time to time, subject to compliance with applicable law.

3.15 **Facility Modifications.** You may materially modify, diminish or expand the Facility (or change its interior design, layout, FF&E, or facilities) only after you receive our prior written consent, which we will not unreasonably withhold or delay. You will pay our Rooms Addition Fee then in effect for each additional guest room you may add to the Facility over 120 rooms. If we so request, you will obtain our prior written approval of the plans and specifications for any material n odification, which we will not unreasonably withhold or delay. You will not open to the public any material modification until we inspect it for compliance with the Approved Plans and System Standards.

3.16 **Courtesy Lodging.** You will provide lodging at the "Employee Rate" established in the System Standards Manual from time to time (but only to the extent that adequate room vacancies exist) to our representatives traveling on business, but not more than three standard guest rooms at the same time.

4. **Our Operating and Service Obligations.** We will provide you with the following services and assistance:

4.1 **Training.** We will offer the orientation program described in Section 3.5. Between 30 days prior to the projected Opening Date and 6 months afterwards, we will offer at a location in the United States we designate, and your representative (usually the general manager) must complete, a training program to our satisfaction. The training program will not exceed three weeks in duration and will cover such topics as System Standards, services available from us, and operating a Chain Facility. We charge a tuition of $250.00 for each manager trainee or other employee who attends the program. Any replacement general manager of the Facility must complete the training program within the time specified in the System Standards Manual. You must pay for your representative's travel, lodging, meals, incidental expenses, compensation and benefits. We may conduct additional mandatory or optional training for your employees, including, subject to the availability of our training personnel, an optional property opening orientation at the Facility. We may charge reasonable tuition for these additional programs. We may offer or sell to you video tapes, computer discs or other on-site training aids and materials, or require you to buy them at reasonable prices. A

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portion of the Advertising and Reservation Fund proceeds, determined in our sole discretion, will be allocated to our training activities and related direct and indirect overhead expenses.

4.2 **Reservation System.** We will operate and maintain (directly or by subcontracting with an affiliate or one or more third parties) a computerized Reservation System or such technological substitute(s) as we determine, in our discretion. We will use System Assessment Fees as specified in Schedule C, allocated in our discretion from the Advertising and Reservation Fund, for the acquisition, development, support, equipping, maintenance, improvement and operation of the Reservation System. The Facility will participate in the Reservation System, commencing with the Opening Date for the balance of the Term. We have the right to provide reservation services to lodging facilities other than Chain Facilities or to other parties. We will not offer to or accept from callers to our general consumer, toll-free telephone number in the United States reservations for any lodging facilities other than Chain Facilities. We may use funds in the Advertising and Reservation Fund to reimburse our reasonable direct and indirect costs, overhead or other expenses of operating the Reservation System.

4.3 **Marketing.**

4.3.1 We will use System Assessment Fees, allocated in our discretion from the Advertising and Reservation Fund, to promote public awareness and usage of Chain Facilities by implementing appropriate international, national, regional and local advertising, promotion, publicity, market research and other marketing programs, training programs and related activities, and the production and distribution of System publications and directories of hotels. We will determine in our discretion: (i) The nature and type of media placement; (ii) The allocation (if any) among international, national, regional and local markets; and (iii) The nature and type of advertising copy, other materials and programs. System Assessment Fees may reimburse us or an affiliate for the reasonable direct and indirect costs, overhead or other expenses of providing marketing services. We are not obligated to supplement the Advertising and Reservation Fund or to advance funds to pay for System marketing activities. We do not promise that you or the Facility will benefit directly or proportionately from System marketing activities.

4.3.2 We may, at our discretion, implement special international, national, regional or local promotional programs (which may or may not include the Facility) and may make available to you (to use at your option) media advertising copy and other marketing materials for prices which reasonably cover the materials' direct and indirect costs.

4.3.3 We may, at our discretion, implement "group booking" programs created to encourage use of Chain Facilities for tours, conventions and the like, possibly for separate fees in addition to the System Assessment Fee, for any resulting group booking accepted at the Facility.

4.3.4 We will publish the Chain Directory. We will supply Directories to you for display at locations specified in the System Standards Manual or policy statements. We will include the Facility in the Chain Directory after it opens if you submit the information we request on time, and you are not in default under this Agreement at the time we must arrange for publication. We may assess a reasonable charge for the direct and indirect expenses (including overhead) of producing and delivering the Directories.

4.4 **Purchasing.** We may offer optional assistance to you with purchasing items used at or in the Facility. Our affiliates may offer this service on our behalf. We may restrict the vendors authorized to sell proprietary or Mark-bearing items in order to control quality, provide for consistent service or obtain volume discounts. We will maintain and provide to you lists of suppliers approved to furnish Mark-bearing items, or whose products conform to System Standards.

4.5 **The System.** We will control and establish requirements for all aspects of the System. We may, in our discretion, change, delete from or add to the System, including any of the Marks or System Standards, in response to changing market conditions. We may, in our discretion, permit deviations from System Standards, based on local conditions and our assessment of the circumstances.

4.6 **Consultations and Standards Compliance.** We will assist you to understand your obligations under System Standards by telephone, mail, during quality assurance inspections, through the System Standards Manual, at training sessions and during conferences and meetings we conduct. We will provide telephone and mail consultation on matters of Facility operation and marketing through our representatives.

4.7 **System Standards Manual and Other Publications.** We will specify System Standards in the System Standards Manual, policy statements or other publications. We will lend you one copy of the System Standards Manual promptly after we sign this Agreement. We will send you any System Standards Manual revisions and/or supplements as and when issued. We will send you all other publications for Chain franchisees and all separate policy statements in effect from time to time.

4.8 **Inspections and Audits.** We have the unlimited right to conduct unannounced quality assurance inspections of the Facility and its operations, records and Mark usage to test the Facility's compliance with System Standards and this Agreement, and the audits described in Section 3.8. We have the unlimited right to reinspect if the Facility does not achieve the score required on an inspection. We may impose a reinspection fee and will charge you for our costs as provided in Section 3.8. You will pay us an "Audit Fee" of $300.00 when we invoice you for an Audit Fee under Section 3.8. We may increase the Audit Fee on a Chain-wide basis to cover any increases in our audit costs to not more than $500.00, effective any time after December 31, 2005. Our inspections are solely for the purposes of checking compliance with System Standards.

5. **Term.** The Term begins on the Effective Date and expires on the day prior to the twentieth anniversary of the Opening Date. Some of your duties and obligations will survive termination or expiration of this Agreement. You will execute and deliver to us with this Agreement a notarized Declaration of Franchise Agreement (the "Declaration") in recordable form. We will countersign and return one copy of the Declaration to you. We may, at our option, record the Declaration in the real property records of the county where the Facility is located. The Declaration will be released at

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your request and expense when this Agreement terminates or expires and you perform your post-termination obligations. NEITHER PARTY HAS RENEWAL RIGHTS OR OPTIONS.

6. **Application and Initial Fees.** We should receive from you a non-refundable Application Fee of $1,000.00. You will pay us a non-refundable Initial Fee in the amount of **$20,000.00**, when you sign this Agreement, which is fully earned when we sign this Agreement.

7. **Recurring Fees, Taxes and Interest.**

7.1 You will pay us certain "Recurring Fees" in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States) 15 days after the month in which they accrue, without billing or demand. Recurring Fees include the following:

7.1.1 A "Royalty" equal to five percent (5%) of Gross Room Sales of the Facility accruing during the calendar month, accrues from the earlier of the Opening Date or the date you identify the Facility as a Chain Facility or operate it under a Mark until the end of the Term.

7.1.2 A "System Assessment Fee" as stated in Schedule C to be paid into the Advertising and Reservation Fund, accrues from the Opening Date until the end of the Term, including during suspension periods. Upon 60 days written notice, we may change the System Assessment Fee after the tenth anniversary of the Effective Date to cover costs as described in Schedule C or to cover the cost of additional services or programs for Chain Facilities. At our option, you will also pay or reimburse us for travel and other agent commissions paid for reservations at the Facility and other fees levied to pay for reservations for the Facility originated or processed through other reservation systems, the Internet and networks. We may charge a reasonable service fee for this service.

7.2 "Taxes" are equal to any federal, state or local sales, gross receipts, use, value added, excise or similar taxes assessed against us on the Recurring Fees by the jurisdictions where the Facility is located, but not including any income tax, franchise or other tax for our privilege of doing business in your State. You will pay Taxes directly to us when due.

7.3 "Interest" is payable on any past due amount payable to us under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid. Interest is payable when you receive our invoice.

7.4 If a Transfer occurs, your transferee or you will pay us a "Relicense Fee" equal to the Initial Fee we would then charge a new franchisee for the Facility.

8. **Indemnifications.**

8.1 Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at, or involving the operation of, the Facility, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) of, you, any party associated or affiliated with you or any of the owners, officers, directors, employees, agents or contractors of you or your affiliates, including when you are alleged or held to be the actual, apparent or ostensible agent of the Indemnitee, or the active or passive negligence of any Indemnitee is alleged or proven. You have no obligation to indemnify an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee engaged in willful misconduct or intentionally caused such property damage or bodily injury. This exclusion from the obligation to indemnify shall not, however, apply if the property damage or bodily injury resulted from the use of reasonable force by the Indemnitee to protect persons or property.

8.2 You will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. You will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys' fees, incurred by the Indemnitee if your insurer or you do not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in our discretion, because of actual or potential conflicts of interest. We must approve any resolution or course of action in a matter that could directly or indirectly have any effect on parties other than you and the complaining party in the matter, or could serve as a precedent for other matters.

8.3 We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, incurred by you in any action or claim arising from your proper use of the System alleging that your use of the System and any property we license to you is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name. You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with our defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

9. **Your Assignments, Transfers and Conveyances.**

9.1 **Transfer of the Facility.** This Agreement is personal to you (and your owners if you are an entity). We are relying on your experience, skill and financial resources (and that of your owners and the guarantors, if any) to sign this Agreement with you. You may finance the Facility and grant a lien, security interest or encumbrance on it without notice to us or our consent. If a Transfer is to occur, the transferee or you must comply with Section 9.3. Your License is subject to termination when the Transfer occurs. The License is not transferable to your transferee, who has no right or authorization to use the System and the Marks when you transfer ownership or possession of the Facility. The transferee may not operate the Facility under the System, and you are responsible for performing the post-termination obligations in Section 13. You and your owners may, only with our prior written consent and after you comply with Sections 9.3 and 9.6, assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise. Transactions involving Equity Interests that are not Equity

Transfers do not require our consent and are not Transfers.

9.2 **Public Offerings and Registered Securities.** You may engage the first registered public offering of your Equity Interests only after you pay us a public offering fee equal to $25,000. Your Equity Interests (or those of a person, parent, subsidiary, sibling or affiliate entity, directly or indirectly effectively controlling you), are freely transferable without the application of this Section if they are, on the Effective Date, or after the public offering fee is paid, they become, registered under the federal Securities Act of 1933, as amended, or a class of securities registered under the Securities Exchange Act of 1934, as amended, or listed for trading on a national securities exchange or the automated quotation system of the National Association of Securities Dealers, Inc. (or any successor system), provided that any tender offer for at least a majority of your Equity Interests will be an Equity Transfer subject to Section 9.1.

9.3 **Conditions.** We may, to the extent permitted by applicable law, condition and withhold our consent to a Transfer when required under this Section 9 until the transferee and you meet certain conditions. If a Transfer is to occur, the transferee (or you, if an Equity Transfer is involved) must first complete and submit our Application, qualify to be a franchisee in our sole discretion, given the circumstances of the proposed Transfer, provide the same supporting documents as a new franchise applicant, pay the Application and Relicense Fees then in effect, sign the form of Franchise Agreement we then offer in conversion transactions and agree to renovate the Facility as we reasonably determine, if the Facility achieves a score of less than "Satisfactory" on its most recent Quality Assurance inspection. We will provide a Punch List of improvements we will require after we receive the transferee's Application. We must also receive general releases from you and each of your owners, and payment of all amounts then owed to us and our affiliates by you, your owners, your affiliates, the transferee, its owners and affiliates, under this Agreement or otherwise. Our consent to the transaction will not be effective until these conditions are satisfied.

9.4 **Permitted Transferee Transactions.** You may transfer an Equity Interest or effect an Equity Transfer to a Permitted Transferee without obtaining our consent, renovating the Facility or paying a Relicense Fee or Application Fee. No Transfer will be deemed to occur. You also must not be in default and you must comply with the application and notice procedures specified in Sections 9.3 and 9.6. Each Permitted Transferee must first agree in writing to be bound by this Agreement, or at our option, execute the Franchise Agreement form then offered prospective franchisees. No transfer to a Permitted Transferee shall release a living transferor from liability under this Agreement or any guarantor under any Guaranty of this Agreement. You must comply with this Section if you transfer the Facility to a Permitted Transferee. A transfer resulting from a death may occur even if you are in default under this Agreement.

9.5 **Attempted Transfers.** Any transaction requiring our consent under this Section 9 in which our consent is not first obtained shall be void, as between you and us. You will continue to be liable for payment and performance of your obligations under this Agreement until we terminate this Agreement, all your financial obligations to us are paid and all System identification is removed from the Facility.

9.6 **Notice of Transfers.** You will give us at least 30 days prior written notice of any proposed Transfer or Permitted Transferee transaction. You will notify us when you sign a contract to Transfer the Facility and 10 days before you intend to close on the transfer of the Facility. We will respond to all requests for our consent and notices of Permitted Transferee transactions within a reasonable time not to exceed 30 days. You will notify us in writing within 30 days after a change in ownership of 25% or more of your Equity Interests that are not publicly held or that is not an Equity Transfer, or a change in the ownership of the Facility if you are not its owner. You will provide us with lists of the names, addresses, and ownership percentages of your owner(s) at our request.

10. Our Assignments. We may assign, delegate or subcontract all or any part of our rights and duties under this Agreement, including by operation of law, without notice and without your consent. We will have no obligations to you after you are notified that our transferee has assumed our obligations under this Agreement except those that arose before we assign this Agreement.

11. Default and Termination.

11.1 **Default.** In addition to the matters identified in Section 3.1, you will be in default under this Agreement if (a) you do not pay us when a payment is due, (b) you do not perform any of your other obligations when this Agreement and the System Standards Manual require, or (c) if you otherwise breach this Agreement. If your default is not cured within ten days after you receive written notice from us that you have not filed your monthly report, paid us any amount that is due or breached your obligations regarding Confidential Information, or within 30 days after you receive written notice from us of any other default (except as noted below), then we may terminate this Agreement by written notice to you under Section 11.2. We will not exercise our right to terminate if you have completely cured your default, or until any waiting period required by law has elapsed, or, in the case of quality assurance default, you have acted diligently to cure the default but cannot do so and have entered into a written improvement agreement with us within 30 days after the failing inspection to cure the default within 90 days after the inspection. We may terminate this Agreement if you do not perform that improvement agreement.

11.2 **Termination.** We may terminate the License, or this Agreement if the Opening Date has not occurred, effective when we send written notice to you or such later date as required by law or as stated in the default notice, when (1) you do not cure a default as provided in Section 11.1 or we are authorized to terminate under Section 3.1, (2) you discontinue operating the Facility as a "Super 8 Motel", (3) you do or perform, directly or indirectly, any act or failure to act that in our reasonable judgment is or could be injurious or prejudicial to the goodwill associated with the Marks or the System, (4) you lose possession or the right to possession of the Facility, (5) you (or any guarantor) suffer the termination of another license or franchise agreement with us or one of our affiliates, (6) you intentionally maintain false books and records or submit a materially false report to us, (7) you (or any guarantor) generally fail to pay debts as they come due in the ordinary course of business, (8) you, any guarantor or any of your owners or agents misstated to us or omitted to tell us a material fact to obtain or maintain this Agreement with us, (9) you receive two or more notices of default from us in any one year period (whether or not you cure the defaults),

(10) a violation of Section 9 occurs, (11) you or any of your Equity Interest owners contest in court the ownership or right to license (· franchise all or any part of the System or the validity of any of the Marks, (12) you, any guarantor or the Facility is subject to any voluntary or involuntary bankruptcy, liquidation, dissolution, receivership, assignment, reorganization, moratorium, composition or a similar action or proceeding that is not dismissed within 60 days after its filing, or (13) you maintain or operate the Facility in a manner that endangers the health or safety of the Facility's guests.

11.3 **Casualty and Condemnation.**

11.3.1 You will notify us promptly after the Facility suffers a Casualty that prevents you from operating in the normal course of business, with less than 75% of guest rooms available. You will give us information on the availability of guest rooms and the Facility's ability to honor advance reservations. You will tell us in writing within 60 days after the Casualty whether or not you will restore, rebuild and refurbish the Facility to conform to System Standards and its condition prior to the Casualty. This restoration will be completed within 180 days after the Casualty. You may decide within the 60 days after the Casualty, and if we do not hear from you, we will assume that you have decided, to terminate the License, effective as of the date of your notice or 60 days after the Casualty, whichever comes first. If the License so terminates, you will pay all amounts accrued prior to termination and l llow the post-termination requirements in Section 13. You will not be obligated to pay Liquidated Damages if the Facility will no longer be used as a transient lodging facility after the Casualty.

11.3.2 You will notify us in writing within 10 days after you receive notice of any proposed Condemnation of the Facility, and within 10 days after receiving notice of the Condemnation date. This Agreement will terminate on the date the Facility or a substantial portion is conveyed to or taken over by the condemning authority.

11.3.3 The exclusive territory covenants in Section 2 will terminate when you give us notice of any proposed Condemnation or that you will not restore the Facility after a Casualty.

11.4 **Our Other Remedies.** If you violate your covenant in Section 2, we may reduce the Protected Territory to the Location. We may suspend the Facility from the Reservation System for any default or failure to pay or perform under this Agreement, discontinue Reservation System referrals to the Facility for the duration of such suspension, and may divert previously made reservations to other Chain Facilities after giving notice of non-performance, non-payment or default. All Reservation System User Fees accrue during the suspension period. Reservation service will be restored after you have fully cured any and all defaults and failures to pay and perform. We may deduct or assess points under our quality assurance inspection program for your failure to comply with this Agreement or System Standards. We may omit the Facility from the Directory if you are in default on the date we must determine which Chain Facilities are included in the Directory. You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief. We may litigate to collect amounts due under this Agreement without first issuing a default or termination notice. If needed, our consent or approval may be withheld while you are in default under this Agreement or may be conditioned on the cure of all your defaults.

11.5 **Your Remedies.** If we fail to issue our approval or consent as and when required under this Agreement within a reasonable time of not less than 30 days after we receive all of the information we request, and you believe our refusal to approve or consent is wrongful, you may bring a legal action against us to compel us to issue our approval or consent to the obligation. To the extent permitted by applicable law, this action shall be your exclusive remedy. We shall not be responsible for direct, indirect, special, consequential or exemplary damages, including, but not limited to, lost profits or revenues.

12. Liquidated Damages.

12.1 **Generally.** If we terminate the License or this Agreement under Section 11.2, or you terminate the License or this Agreement (except under Section 11.3 or as a result of our default which we do not cure within a reasonable time after written notice), you will pay us within 30 days following the date of termination, as Liquidated Damages, an amount equal to the sum of accrued Royalties and System Assessment Fees during the immediately preceding 36 full calendar months (or the number of months remaining in the unexpired Term at the date of termination, whichever is less). If the Facility has been open for less than 36 months, then the amount shall be the average monthly Royalties and System Assessment Fees since the Opening Date multiplied by 36. You will also pay any applicable Taxes assessed on such payment. Liquidated Damages will not be less than the product of $2,000.00 multiplied by the number of guest rooms in the Facility. If we terminate this Agreement under Section 3 before the Opening Date, you will pay us within 10 days after you receive our notice of termination Liquidated Damages equal to one-half the amount payable for termination under Section 11.2. Liquidated Damages are paid in place of our claims for lost future Recurring Fees under this Agreement. Our right to receive other amounts due under this Agreement are not affected.

12.2 **Condemnation Payments.** If a Condemnation occurs, you will pay us the fees set forth in Section 7 for a period of one year after we receive the initial notice of condemnation described in Section 11.3.2 or until the Condemnation occurs, whichever is longer. If the Condemnation is completed before the one year notice period expires, you will pay us Liquidated Damages equal to the average daily Royalties and System Assessment Fees for the 12 month period preceding the date of your condemnation notice to us multiplied by the number of days remaining in the one year notice period. This payment will be made within 30 days after Condemnation is completed (when you close the Facility or you deliver it to the condemning authority). If the Condemnation is completed after the one year notice period expires you will pay no Liquidated Damages, but the fees set forth in Section 7 must be paid when due until Condemnation is completed.

12.3 **Exclusions.** The amount of System Assessment Fees used in the computation of Liquidated Damages shall exclude travel agent commissions, airline reservation system charges and related handling charges.

13. Your Duties At and After Termination. When this Agreement terminates for any reason whatsoever:

13.1 **System Usage Ceases.** You will immediately stop using the System to operate and identify the Facility. You will remove all signage bearing any Marks and follow the other steps detailed in the System Standards Manual for changing the identification of the Facility. You will promptly paint over or remove distinctive System trade dress, color schemes and architectural features.

13.2 **Other Duties.** You will pay all amounts owed to us under this Agreement within 10 days after termination. You will owe us Recurring Fees on Gross Room Sales accruing while the Facility is identified as a "Super 8 Motel", including the System Assessment Fees for so long as the Facility receives service from the Reservation System. We may immediately remove the Facility from the Reservation System and divert reservations as authorized in Section 11.4. We may also, to the extent permitted by applicable law, and without prior notice enter the Facility, and any other parcels, remove software (including archive and back-up copies) for accessing the Reservation System, all copies of the System Standards Manual, Confidential Information, equipment and all other personal property of ours, and paint over or remove and purchase for $10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility, that you have not removed or obliterated within five days after termination. You will promptly pay or reimburse us for our cost of removing such items, net of the $10.00 purchase price for signage. We will exercise reasonable care in removing or painting over signage. We will have no obligation or liability to restore the Facility to its condition prior to removing the signage. We shall have the right, but not the obligation, to purchase some or all of the Facility's Mark-bearing FF&E and supplies at the lower of their cost or net book value, with the right to set off their aggregate purchase price against any sums then owed us by you.

13.3 **Advance Reservations.** The Facility will honor any advance reservations, including group bookings, made for the Facility prior to termination at the rates and on the terms established when the reservations are made and pay when due all related travel agent commissions.

13.4 **Survival of Certain Provisions.** Sections 3.8 (as to audits, for 2 years after termination), 3.9 (as to information relating to the Term, for 2 years after termination), 3.13, 7 (as to amounts accruing through termination), 8, 11.4, 12, 13, 15, 16 and 17 survive termination of this Agreement, whether termination is initiated by you or us, even if termination is wrongful.

14. Your Representations and Warranties. The parties disclaim making or relying upon any representation, promise, covenant, or warranty, express or implied, oral or written, except as expressly stated in this Agreement. You expressly represent and warrant to us as follows:

14.1 **Quiet Enjoyment and Financing.** You own, or will own prior to commencing improvement, or lease, the Location and the Facility. You will be entitled to possession of the Location and the Facility during the entire Term without restrictions that would interfere with your performance under this Agreement, subject to the reasonable requirements of any financing secured by the Facility. You have, when you sign this Agreement, and will maintain during the Term, adequate financial liquidity and financial resources to perform your obligations under this Agreement.

14.2 **This Transaction.** You have received, at least 10 business days prior to execution of this Agreement and making any payment to us, our current Uniform Franchise Offering Circular for prospective franchisees. Neither we nor any person acting on our behalf has made any oral or written representation or promise to you that is not written in this Agreement on which you are relying to enter into this Agreement. You release any claim against us or our agents based on any oral or written representation or promise not stated in this Agreement. You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your owners, Board of Directors and lenders. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your principal owners is a party or is subject or to which the Facility is subject. Neither you nor the Facility is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in the Application. You will submit to us the documents about the Facility, you, your owners and your finances that we request in the Franchise Application (or after our review of your initial submissions) before or within 30 days after you sign this Agreement.

14.3 **No Misrepresentations or Implied Covenants.** All written information you submit to us about the Facility, you, your owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

15. **Proprietary Rights.**

15.1 **Marks and System.** You will not acquire any interest in or right to use the System or Marks except under this Agreement. You will not apply for governmental registration of the Marks, or use the Marks or our corporate name in your legal name, but you may use a Mark for an assumed business or trade name filing.

15.2 **Inurements.** All present and future distinguishing characteristics, improvements and additions to or associated with the System by us, you or others, and all present and future service marks, trademarks, copyrights, service mark and trademark registrations used and to be used as part of the System, and the associated good will, shall be our property and will inure to our benefit. No good will shall attach to any secondary designator that you use.

15.3 **Other Locations and Systems.** We and our affiliates each reserve the right to own, in whole or in part, and manage, operate, use, lease, finance, sublease, franchise, license (as licensor or licensee), provide services to or joint venture (i) distinctive separate lodging or food and beverage marks and other intellectual property which are not part of the System, and to enter into separate agreements with you or others (for separate charges) for use of any such other marks or proprietary rights, (ii) other lodging, food and beverage facilities, or businesses, under the System utilizing modified System Standards, and (iii) a Chain Facility at or for any location outside the Protected Territory. You acknowledge that we are affiliated with or in the future may become affiliated with other lodging providers or franchise systems that operate under names or marks other than the Marks. We and our affiliates may use or benefit from common hardware, software, communications equipment and services and administrative systems for reservations, franchise application procedures or committees, marketing and advertising programs, personnel, central purchasing, approved supplier lists, franchise sales personnel (or independent franchise sales representatives), etc.

15.4 **Confidential Information.** You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification or other alteration of the source code of such software). You will use Confidential Information only for the Facility and to perform under this Agreement. Upon termination (or earlier, as we may request), you shall return to us all originals and copies of the System Standards Manual, policy statements and Confidential Information "fixed in any tangible medium of expression," within the meaning of the U.S. Copyright Act, as amended. Your obligations under this subsection commence when you sign this Agreement and continue for trade secrets (including computer software we license to you) as long as they remain secret and for other Confidential Information, for as long as we continue to use the information in confidence, even if edited or revised, plus three years. We will respond promptly and in good faith to your inquiry about continued protection of any Confidential Information.

15.5 **Litigation.** You will promptly notify us of (i) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information or other System intellectual property, and (ii) or any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone handle disputes with third parties concerning use of all or any part of the System. You will cooperate with our efforts to resolve these disputes. We need not initiate suit against imitators or infringers who do not have a material adverse impact on the Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material.

16. Relationship of Parties.

16.1 **Independence.** You are an independent contractor. You are not our legal representative or agent, and you have no power to obligate us for any purpose whatsoever. We and you have a business relationship based entirely on and circumscribed by this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. You will exercise full and complete control over and have full responsibility for your contracts, daily operations, labor relations, employment practices and policies, including, but not limited to, the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of your employees.

16.2 **Joint Status.** If you comprise two or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among such persons or entities) the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all such persons or entities.

17. Legal Matters.

17.1 **Partial Invalidity.** If all or any part of a provision of this Agreement violates the law of your state (if it applies), such provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Agreement shall not be affected. However, if in our judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to us, then we may at any time terminate this Agreement by written notice to you without penalty or compensation owed by either party.

17.2 **Waivers, Modifications and Approvals.** If we allow you to deviate from this Agreement, we may insist on strict compliance at any time after written notice. Our silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under this Agreement by us must be in writing and signed by our authorized representative to be effective.

17.3 **Notices.** Notices will be effective if in writing and delivered by facsimile transmission with confirmation original sent by first class mail, postage prepaid, by delivery service, with proof of delivery, or by first class, prepaid certified or registered mail, return receipt requested, to the appropriate party at its address stated below or as may be otherwise designated by notice. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.

Your name: **Ripley Motel, LLC**
Your address: **545 Virginia, New Madrid, MO 63869**
Attention: **Hal Hunter**
Your fax No.: **573-748-5627**

Super 8 Motels, Inc.
6 Sylvan Way, Parsippany, New Jersey 07054-0278,

Attention: Vice President-Franchise Administration
Fax No.: (973) 496-5359

17.4 **Remedies.** Remedies specified in this Agreement are cumulative and do not exclude any remedies available at law or in equity. The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement. You consent and waive your objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey for all cases and controversies under this Agreement or between we and you.

17.5 **Miscellaneous.** This Agreement will be governed by and construed under the laws of the State of New Jersey. The New Jersey Franchise Practices Act will not apply to any Facility located outside the State of New Jersey. This Agreement is exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between us and anyone else is for your benefit. The section headings in this Agreement are for convenience of reference only. We may unilaterally revise Schedule C under this Agreement at the time such Schedule C permits us to do so. This Agreement, together with the exhibits and schedules attached, is the entire agreement (superseding all prior representations, agreements and understandings, oral or written) of the parties about the Facility.

17.6 **Waiver of Jury Trial. The parties waive the right to a jury trial in any action related to this Agreement or the relationship between the franchisor, the franchisee, any guarantor and their respective successors and assigns.**

17.7 **Special Acknowledgements.**

17.7.1 You received our Uniform Franchise Offering Circular ("UFOC") for prospective franchisees at least 10 business days before, and a copy of this Agreement and all other agreements we are asking you to sign at least 5 business days before, signing this Agreement and paying the Initial Fee to us. You have received our UFOC at least 10 business days before you paid any fee to us or signed any contract with us.

17.7.2 Neither we nor any person acting on our behalf has made any oral or written representation or promise to you on which you are relying to enter into this Agreement that is not written in this Agreement. You release any claim against us or our agents based on any oral or written representation or promise not stated in this Agreement.

17.7.3 This Agreement, together with the exhibits and schedules attached, is the entire agreement superseding all previous oral and written representations, agreements and understandings of the parties about the Facility and the License.

17.7.4 You acknowledge that no salesperson has made any promise or provided any information to you about projected sales, revenues, income, profits or expenses from the

Facility except as stated in Item 19 of the UFOC or in a writing that is attached to this Agreement.

17.7.5 You understand that the franchise relationship is an arms' length, commercial business relationship in which each party acts in its own interest.

18. Special Stipulations. The following special stipulations apply to this Agreement and supersede any inconsistent or conflicting provisions. These are personal to you and are not transferable or assignable except to a Permitted Transferee.

18.1 **Liquidated Damages.** Liquidated Damages payable upon Termination will be One Thousand Dollars ($1,000.00) for each guest room of the Facility you are authorized to operate at the time of Termination.

18.2 **Reduced Relicense Fee.** If you are not then in default under this Agreement, the Relicense Fee for a Transfer will be $ 5,000.00 if we receive the written Transfer request before the fifth anniversary of the Opening Date, and $ 8,000.00 if we receive the written Transfer request after the fifth anniversary and before the eighth anniversary of the Opening Date and $10,000.00 if we receive the written Transfer request after the eighth anniversary and before the tenth anniversary of the Opening Date. After the tenth anniversary, the Relicense Fee v 'll be as specified in Section 7.4.

SIGNATURES ON PAGE TO FOLLOW:

APPENDIX A

DEFINITIONS

Advertising and Reservation Fund or "the Fund" means The Super 8 Advertising and Reservation Fund into which System Assessment Fees are paid. The Fund is under our exclusive control, and shall be used by us for funding and administering, in our sole discretion, the reservation system, the training school, the "VIP Club" credit card program, national and international directories, print and broadcast media advertising, technical and professional advice, consultation and services in connection with advertising, employment of personnel and office expenses for the administration of the Fund, advertising agency commissions, and other advertising or promotional programs we establish to promote the Chain.

Agreement means this Franchise Agreement.

Application Fee means the fee you pay when you submit your Application under Section 6.

Approved Plans means your plans and specifications for constructing or improving the Facility initially or after opening, as approved by us under Section 3.

Casualty means destruction or significant damage to the Facility by act of God or other event beyond your reasonable anticipation and control.

Chain means the network of Chain Facilities.

Chain Facility means a lodging facility we own, lease, manage, operate or authorize another party to operate using the System and identified by the Marks.

Condemnation means the taking of the Facility for public use by a government or public agency legally authorized to do so, permanently or temporarily, or the taking of such a substantial portion of the Facility that continued operation in accordance with the System Standards, or with adequate parking facilities, is commercially impractical, or if the Facility or a substantial portion is sold to the condemning authority in lieu of condemnation.

Conference Fee means the fee we charge for your attendance at a conference for Chain Facilities and their franchisees when and if held.

Confidential Information means any trade secrets we own or protect and other proprietary information not generally known to the lodging industry including confidential portions of the System Standards Manual or information we otherwise impart to you and your representatives in confidence. Confidential Information includes the "Rules of Operation Manual" and all other System Standards manuals and documentation, including those on the subjects of employee relations, finance and administration, field operation, purchasing and marketing, the Reservation System software and applications software.

Declaration means the Declaration of Franchise Agreement you and we sign under Section 5.

Design Standards mean standards specified in the System Standards Manual from time to time for design, construction, renovation, modification and improvement of new or existing Chain Facilities, including all aspects of facility design, number of rooms, rooms mix and configuration, construction materials, workmanship, finishes, electrical, mechanical, structural, plumbing, HVAC, utilities, access, life safety, parking, systems, landscaping, amenities, interior design and decor and the like for a Chain Facility.

Directory means the general purpose directory we publish listing the names and addresses of Chain Facilities, and at our discretion, other Super 8 Motels and Super Suites facilities located outside the United States, Canada and Mexico.

Effective Date means the date we insert in the Preamble of this Agreement after we sign it.

Equity Interests shall include, without limitation, all forms of equity ownership of you, including voting stock interests, partnership interests, limited liability company membership or ownership interests, joint and tenancy interests, the proprietorship interest, trust beneficiary interests and all options, warrants, and instruments convertible into such other equity interests.

Equity Transfer means any transaction in which your owners or you sell, assign, transfer, convey, pledge, or suffer or permit the transfer or assignment of, any percentage of your Equity Interests that will result in a change in control of you to persons other than those disclosed on Schedule B, as in effect prior to the transaction. Unless there are contractual modifications to your owners' rights, an Equity Transfer of a corporation or limited liability company occurs when either majority voting rights or beneficial ownership of more than 50% of the Equity Interests changes. An Equity Transfer of a partnership occurs when a newly admitted partner will be the managing, sole or controlling general partner, directly or indirectly through a change in control of the Equity Interests of an entity general partner. An Equity Transfer of a trust occurs when either a new trustee with sole investment power is substituted for an existing trustee, or a majority of the beneficiaries convey their beneficial interests to persons other than the beneficiaries existing on the Effective Date. An Equity Transfer does not occur when the Equity Interest ownership among the owners of Equity Interests on the Effective Date changes without the admission of new Equity Interest owners. An Equity Transfer occurs when you merge, consolidate or issue additional Equity Interests in a transaction which would have the effect of diluting the voting rights or beneficial ownership of your owners' combined Equity Interests in the surviving entity to less than a majority.

Facility means the Location, together with all improvements, buildings, common areas, structures, appurtenances, facilities, entry/exit rights, parking, amenities, FF&E and related rights, privileges and properties to be constructed at the Location after the Effective Date.

FF&E means furniture, fixtures and equipment.

FF&E Standards means standards specified in the System Standards Manual for FF&E and supplies to be utilized in a Chain Facility.

Food and Beverage means any restaurant, catering, bar/lounge, entertainment, room service, retail food or beverage operation, continental breakfast, food or beverage concessions and similar services offered at the Facility.

Gross Room Sales means gross revenues attributable to or payable for rentals of guest rooms at the Facility, including all credit transactions, whether or not collected, but excluding separate charges to guests for Food and Beverage, room service, telephone charges, key forfeitures and entertainment; vending machine receipts; and federal, state and local sales, occupancy and use taxes.

Improvement Obligation means your obligation to either (i) renovate and upgrade the Facility, or (ii) construct and complete the Facility, in accordance with the Approved Plans and System Standards, as described in Section 3.

Indemnitees means us, our direct and indirect parent, subsidiary and sister corporations, and the respective officers, directors, shareholders, employees, agents and contractors, and the successors, assigns, personal representatives, heirs and legatees of all such persons or entities.

Initial Fee means the fee you are to pay for signing this Agreement as stated in Section 6.

License means the non-exclusive license to operate the type of Chain Facility described in Schedule B only at the Location, using the System and the Mark we designate in Section 1.

License Year means a one year period beginning on the Opening Date or any subsequent anniversary of the Opening Date and ending on the day preceding the next anniversary of the Opening Date.

Liquidated Damages means the amounts payable under Section 12, set by the parties because actual damages will be difficult or impossible to ascertain on the Effective Date and the amount is a reasonable pre-estimate of the damages that will be incurred and is not a penalty.

Location means the parcel of land situated at **Highway 51 and 19, Ripley, TN**, as more fully described in Schedule A.

Losses and Expenses means all payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnitees, including guest refunds, or (ii) incurred by any and all Indemnitees to investigate, respond to or defend a matter, including without limitation investigation and trial charges, costs and expenses, attorneys' fees, experts' fees, court costs, settlement amounts, judgments and costs of collection.

Maintenance Standards means the standards specified from time to time in the System Standards

Manual for repair, refurbishment and replacement of FF&E, finishes, decor, and other capital items and design materials in Chain Facilities.

Marks means, collectively (i) the service marks associated with the System published in the System Standards Manual from time to time including, but not limited to, the name, design and logo for "Super 8 Motel" and other marks (U.S. Reg. Nos.: 992,721; 1,691,852; 1,686,653; 1,706,143; 1,602,723; 1,343,591, and 1,768,824) and (ii) trademarks, trade names, trade dress, logos and derivations, and associated good will and related intellectual property interests.

Marks Standards means standards specified in the System Standards Manual for interior and exterior Mark-bearing signage, advertising materials, china, linens, utensils, glassware, uniforms, stationery, supplies, and other items, and the use of such items at the Facility or elsewhere.

Opening Date means the date on which we authorize you to open the Facility for business identified by the Marks and using the System.

Operations Standards means standards specified in the System Standards Manual for cleanliness, housekeeping, general maintenance, repairs, concession types, food and beverage service, vending machines, uniforms, staffing, employee training, guest services, guest comfort and other aspects of lodging operations.

Permitted Transferee means (i) any entity, natural person(s) or trust receiving from the personal representative of an owner any or all of the owner's Equity Interests upon the death of the owner, if no consideration is paid by the transferee or (ii) the spouse or adult issue of the transferor, if the Equity Interest transfer is accomplished without consideration or payment, or (iii) any natural person or trust receiving an Equity Interest if the transfer is from a guardian or conservator appointed for an incapacitated or incompetent transferor.

Protected Territory means **a five (5) mile radius from the front door of the Facility**.

Punch List means the list of upgrades and improvements attached as part of Schedule B, which you are required to complete under Section 3.

Recurring Fees means fees paid to us on a periodic basis, including without limitation, Royalties. System Assessment Fees, and other reservation fees and charges as stated in Section 7.

Relicense Fee means the fee your transferee or you pay to us under Section 7 when a Transfer occurs.

Reservation System or "Central Reservation System" means the system for offering to interested parties, booking and communicating guest room reservations for Chain Facilities described in Section 4.2.

Rooms Addition Fee means the fee we charge you for adding guest rooms to the Facility.

Royalty means the monthly fee you pay to us for use of the System under Section 7.1.1. "Royalties" means the aggregate of all amounts owed as a Royalty.

System means the comprehensive system for providing guest lodging facility services under the Marks as we specify which at present includes only the following: (a) the Marks; (b) other intellectual property, including Confidential Information, System Standards Manual and know-how; (c) marketing, advertising, publicity and other promotional materials and programs; (d) System Standards; (e) training programs and materials; (f) quality assurance inspection and scoring programs; and (g) the Reservation System.

System Assessment Fee means the aggregate of all fees charged under Section 7.1.2 to pay for the cost of the System's marketing, advertising, Reservation System, training and other services.

System Standards means the standards for the participating in the System published in the System Standards Manual, including but not limited to Design Standards, FF&E Standards, Marks Standards, Operations Standards, Technology Standards and Maintenance Standards and any other standards, policies, rules and procedures we promulgate about System operation and usage.

System Stan 'ards Manual means the Rules of Operations Manual, the Trademark Identification Standards Manual and any other manual we publish or distribute specifying the System Standards.

Taxes means the amounts payable under Section 7.2 of this Agreement.

Technology Standards means standards specified in the System Standards Manual for local and long distance telephone communications services, telephone, telecopy and other communications systems, point of sale terminals and computer hardware and software for various applications, including, but not limited to, front desk, rooms management, records maintenance, marketing data, accounting, budgeting and interfaces with the Reservation System to be maintained at the Chain Facilities.

Term means the period of time during which this Agreement shall be in effect, as stated in Section 5.

Termination means a termination of the License under Sections 11.1 or 11.2 or your termination of the License or this Agreement.

Transfer means (1) an Equity Transfer, (2) you assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise without our consent as specified in Section 9, (3) you assign (other than as collateral security for financing the Facility) your leasehold interest in (if any), lease or sublease all or any part of the Facility to any third party, (4) you engage in the sale, conveyance, transfer, or donation of your right, title and interest in and to the Facility, (5) your lender or secured party forecloses on or takes possession of your interest in the Facility, directly or indirectly, or (6) a receiver or trustee is appointed for the Facility or your assets, including the Facility. A Transfer does not occur when you pledge or encumber the Facility to finance its acquisition or improvement, you refinance it, or you engage in a Permitted Transferee transaction.

"You" and "Your" means and refers to the party named as franchisee identified in the first paragraph of this Agreement and its Permitted Transferees.

"We", "Our" and "Us" means and refers to Super 8 Motels, Inc., a South Dakota corporation, its successors and assigns.

SCHEDULE A

(Legal Description of Facility)

SUPEXHCI 5/98
52000

SCHEDULE B

PART I: YOUR OWNERS:

Name	Ownership Percentage	Type of Equity Interest
Hal E. Hunter III	~~**40%**~~ 45%	**Member**
Gene E. Huegerich	~~**40%**~~ 45%	**Member**
Thomas J. Wieland	**10%**	**Member**
~~**James M. Strautman**~~	~~**10%**~~	~~**Member**~~

PART II: THE FACILITY:

Primary designation of Facility: Super 8 Motel

Number of approved guest rooms: **40**

Parking facilities (number of spaces, description): **40**

Other amenities and facilities: **Indoor Pool, Whirlpool**

SCHEDULE C

May 1998

The System Assessment Fee is equal to three percent (3%) of Gross Room Sales, and is paid into the Advertising and Reservation Fund. The System Assessment Fee is a recurring, non-refundable payment. All or any part of Fund proceeds received during an accounting period need not be disbursed within that accounting period.

If you elect to participate in optional Internet reservation programs, you will be charged a fee per net reservation originated through the Internet, which is currently $2.50, that we may charge in our discretion. We may charge additional fees for creating or modifying the Facility's Website, Webpage or performing other services.

Notwithstanding the above, upon 60 days written notice, after the tenth (10th) anniversary of the Effective Date of this Agreement, and at any later times, System Assessment Fee may be increased, in our sole discretion, on a Chain-wide basis to cover costs (including reasonable direct or indirect overhead costs) related to such services and programs or the cost of additional services or programs.

SUPER 8 MOTELS, INC.
SCHEDULE C
EFFECTIVE June 25, 1999

The System Assessment Fee is equal to three percent (3%) of Gross Room Sales, and is paid into the Advertising and Reservation Fund. The System Assessment Fee is a recurring, non-refundable payment. All or any part of Fund proceeds received during an accounting period need not be disbursed within that accounting period.

If you elect to participate in optional Internet reservation programs, you will be charged a fee per net reservation originated through the Internet that we may charge in our discretion. Internet-originated reservations carry fees of either (i) $2.50 per gross reservation booked through the Chain's web site or other Internet sources, or (ii) $7.00 per gross reservation booked over the TravelWeb.com Internet booking web site. If a reservation booked on the Chain web site or other Internet source, or TravelWeb.com, is canceled by the guest using the same source or web site as was used to make the reservation, you will not be charged the applicable fee. You may discontinue the Facility's TravelWeb.com listing only by giving us written notice. You must pay the TravelWeb.com fee on all reservations booked through that web site until TravelWeb.com makes the delisting request effective. We may charge additional fees for creating or modifying the Facility's Website, Webpage or performing other services.

Notwithstanding the above, upon 60 days written notice, after the tenth (10th) anniversary of the Effective Date of this Agreement, and at any later times, System Assessment Fee may be increased, in our sole discretion, on a Chain-wide basis to cover costs (including reasonable direct or indirect overhead costs) related to such services and programs or the cost of additional services or programs.

GUARANTY

To induce Super 8 Motels, Inc., its successors and assigns ("you") to sign the Franchise Agreement (the "Agreement") with the party named as the "Franchisee," to which this Guaranty is attached, the undersigned, jointly and severally ("we, "our" or "us"), irrevocably and unconditionally (i) warrant to you that Franchisee's representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Franchisee's obligations under the Agreement, including any amendments, will be punctually paid and performed.

Upon default by Franchisee and notice from you we will immediately make each payment and perform or cause Franchisee to perform, each unpaid or unperformed obligation of Franchisee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. We waive notice of amendment of the Agreement. We acknowledge that Section 17 of the Agreement, including Section 17.4 (Remedies, Choice of Venue and Consent to Jurisdiction) and 17.6 (Waiver of Jury Trial), applies to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

WITNESSES:	GUARANTORS:
[signature]	[signature] (Seal) 45%
	Hal E. Hunter III
[signature]	[signature] (Seal) 45%
	Gene E. Huegerich (F)
[signature]	[signature] (Seal) 10%
	Thomas J. Wieland
______________	______________ (Seal)
	~~[illegible] Strautman~~

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STATE OF MISSOURI)
)SS
COUNTY OF NEW MADRID)

On this day personally appeared before me, the undersigned, a Notary Public, within and for the county and state aforesaid, duly commissioned and acting, to me well known as Hal E. Hunter, III, Gene F. Huegerich, and Thomas J. Wieland, who stated and acknowledged that they had executed, signed, sealed and delivered the above and foregoing Guaranty for the uses and purposes therein mentioned and set forth.

DATED this 7th day of June, 1999.

Notary Public

My Commission Expires:
5-4-2001

EXHIBIT B

WYNDHAM HOTEL GROUP

[illegible]

February 19, 2010

VIA UPS

Mr. Hal Hunter
Ripley Motel LLC
545 Virginia
New Madrid, MO 63869

Re: Franchise Agreement dated June 11, 1999, between **SUPER 8 WORLDWIDE, INC. FKA SUPER 8 MOTELS, INC.** ("we," "our" or "us") and Ripley Motel LLC ("you" or "your") relating to Super 8® System Unit #12398-87842-01 located in Ripley, TN (the "Facility")

Dear Mr. Hunter:

We have recently been advised that the above referenced Facility, which, according to our records, was operating with **40** guest rooms, will now be operating with **39** guest rooms.

We are updating our records to reflect the appropriate number of open guest rooms in the Super 8 Directory. Therefore, the number of rentable, operating guest rooms at the Facility will be adjusted from **40** to **39**.

Please note that unless you contact us in writing within ten calendar days of your receipt of this letter to dispute this revised guest room count, we will update our records to reflect the adjusted number noted above. Also, please note that the number of licensed rooms you are authorized to open as reflected in your Franchise Agreement shall remain unchanged.

Please feel free to contact me directly at 973-753-7213 if you have any questions.

Sincerely,

Carol Wells
Supervisor
Contracts Administration

WYNDHAM HOTELS AND RESORTS · RAMADA · Days Inn · Super 8 · WINGATE BY WYNDHAM · BAYMONT INN & SUITES · Microtel Inns & Suites · HAWTHORN SUITES · Howard Johnson · Travelodge · Knights Inn

Shipment Receipt

(Keep this for your records.)

Transaction Date 19 Feb 2010

Address Information

Ship To:
ripley motel llc
hal hunter
545 virginia
NEW MADRID MO 63869-1753

Shipper:
Wyndham Hotel Group - 22 Sylvan
Carol Wells
(973) 753-7213
22 Sylvan Way
Parsippany NJ 07054

Ship From:
Wyndham Hotel Group - 22 Sylvan
Carol Wells
(973) 753-7213
22 Sylvan Way
Parsippany NJ 07054

Shipment Information

Service: UPS Next Day Air
*Guaranteed By: 12 00 P M , Mon 22 Feb 2010

Fuel Surcharge: **1 60

Shipping: **24 60

Pac .age Information

Package 1 of 1
Tracking Number: 1Z22445X0191487874
Package Type: UPS Letter
Actual Weight: Letter
Billable Weight: Letter
Reference # 1: 006-5072

Billing Information

Bill Shipping Charges to: Shipper's Account 22445X

Total: **All Shipping Charges in USD** **26.20

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

** Detailed information on fuel surcharges is also available.

EXHIBIT C

GUARANTY

To induce Super 8 Motels, Inc., its successors and assigns ("you") to sign the Franchise Agreement (the "Agreement") with the party named as the "Franchisee," to which this Guaranty is attached, the undersigned, jointly and severally ("we, "our" or "us"), irrevocably and unconditionally (i) warrant to you that Franchisee's representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Franchisee's obligations under the Agreement, including any amendments, will be punctually paid and performed.

Upon default by Franchisee and notice from you we will immediately make each payment and perform or cause Franchisee to perform, each unpaid or unperformed obligation of Franchisee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. We waive notice of amendment of the Agreement. We acknowledge that Section 17 of the Agreement, including Section 17.4 (Remedies, Choice of Venue and Consent to Jurisdiction) and 17.6 (Waiver of Jury Trial), applies to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

WITNESSES:

____

____

____

____

GUARANTORS:

_______________________(Seal) 45%
Hal E. Hunter III

_______________________(Seal) 45%
Gene ~~M.~~ F Huegerich

_______________________(Seal) 10%
Thomas J. Wieland

_______________________(Seal)
~~[illegible] Strautman~~

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EXHIBIT D

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

June 26, 2013

VIA 2 DAY DELIVERY METHOD

Mr. Hal Hunter
Ripley Motel, LLC
545 Virginia
New Madrid, MO 63869

Re: **NOTICE OF MONETARY DEFAULT** relating to Super 8® System Unit #12398-87842-01 located in Ripley, TN (the "Facility")

Dear Mr. Hunter:

I write on behalf of Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated June 11, 1999, as amended, between Ripley Motel, LLC, ("you" or "your") and us (the "Agreement"). We write to give you formal notice that you are in default under the Agreement.

The Agreement requires you to timely pay us the Recurring Fees and other charges relating to your operation of the Facility under the System. Our Financial Services Department advises us that as of June 25, 2013, your account is past due in the amount of **$53,111.62**. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have thirty (30) days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, we reserve all rights under the terms of the Agreement including but not limited to termination of the Agreement and your right to operate in the Super 8 System.

This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps permitted under the Agreement because of your default. By copy of this Notice, we are also informing your Guarantors of your default.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Suzanne Fenimore
Senior Director
Contracts Compliance

Enclosure

cc: Gene F. Huegerich (Guarantor)
Thomas J. Wieland (Guarantor)
John Valletta
Mona Christian
Mike Piccola
Joe Maida

Report Date : 25-JUN-13

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY):	25-JUN-2013
Customer No :	12398-87842-01-SUP
Category Set :	
Category Group :	
Group No :	
Bankruptcy :	No Bankruptcy Sites
Disputed :	No
Finance Charges Included:	Yes

Report Date : 25-JUN-13

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date: 25-JUN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
NOV-2011	41595888	30-NOV-11	Actual-1215A-AD		784.72	0.00	178.82	963.54
			Sub Total		784.72	0.00	178.82	963.54
DEC-2011	26218348	22-DEC-11	WYNREWARDS 5%		311.35	0.00	79.58	390.93
	30652091	27-DEC-11	WYNGST RMS FEE		124.37	12.13	34.59	171.09
	TM0260542	28-DEC-11	MEMBER BENEFIT		4.64	0.00	1.15	5.79
	TC0260542	28-DEC-11	T/A COMM SERVIC		4.44	0.00	1.14	5.58
	TA0260542	28-DEC-11	T/A COMMISSIONS		54.52	0.00	13.82	68.34
	1260542	28-DEC-11	GDS & INTERNET		40.65	0.00	10.27	50.92
	42006160	31-DEC-11	5066A-DIRECWAY		160.00	15.60	44.04	219.64
	42007331	31-DEC-11	5625A-PRM SUPPO		93.71	0.00	23.52	117.23
	42020018	31-DEC-11	Actual-1215A-AD		681.59	0.00	171.01	852.60
	42019053	31-DEC-11	Actual-1000A-RO		1135.99	0.00	285.15	1421.14
			Sub Total		2611.26	27.73	664.27	3303.26
JAN-2012	26219139	22-JAN-12	WYNREWARDS 5%		183.44	0.00	43.99	227.43
	TM0267810	27-JAN-12	MEMBER BENEFIT		9.28	0.00	2.17	11.45
	TA0267810	27-JAN-12	T/A COMMISSIONS		4.93	0.00	1.18	6.11
	42058866	31-JAN-12	Actual-1215A-AD		601.11	0.00	141.61	742.72
	42034472	31-JAN-12	5066A-DIRECWAY		160.00	15.60	41.32	216.92
	42035647	31-JAN-12	5625A-PRM SUPPO		93.71	0.00	22.07	115.78
	42057347	31-JAN-12	Actual-1000A-RO		1001.85	0.00	235.96	1237.81
			Sub Total		2054.32	15.60	488.30	2558.22
FEB-2012	26222774	22-FEB-12	WYNREWARDS 5%		134.37	0.00	30.17	164.54
	TC0273912	24-FEB-12	T/A COMM SERVIC		5.72	0.00	1.31	7.03
	TM0273912	24-FEB-12	MEMBER BENEFIT		41.76	0.00	9.37	51.13
	1273912	24-FEB-12	GDS & INTERNET		33.70	0.00	7.53	41.23
	TA0273912	24-FEB-12	T/A COMMISSIONS		29.76	0.00	6.66	36.42
	42087977	29-FEB-12	Actual-1215A-AD		633.58	0.00	140.00	773.58

Report Date : 25-JUN-13

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date: 25-JUN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42090176	29-FEB-12	Actual-1000A-RO		1055.97	0.00	233.39	1289.36
	42066541	29-FEB-12	5625A-PRM SUPPO		93.71	0.00	20.71	114.42
	42064620	29-FEB-12	5066A-DIRECWAY		160.00	15.60	38.77	214.37
			Sub Total		2188.57	15.60	487.91	2692.08
MAR-2012	30673456	15-MAR-12	GLOBAL CONFEREN		100.00	0.00	21.30	121.30
	26225694	22-MAR-12	WYNREWARDS 5%		131.06	0.00	27.52	158.58
	42096454	31-MAR-12	5625A-PRM SUPPO		93.71	0.00	19.25	112.96
	42096178	31-MAR-12	5718A-HughesNet		105.00	10.24	23.71	138.95
	42112891	31-MAR-12	Actual-1000A-RO		1109.30	0.00	227.93	1337.23
	42113823	31-MAR-12	Actual-1215A-AD		665.58	0.00	136.79	802.37
			Sub Total		2204.65	10.24	456.50	2671.39
APR-2012	TM0280481	09-APR-12	MEMBER BENEFIT		26.34	0.00	5.33	31.67
	1280481	09-APR-12	GDS & INTERNET		31.70	0.00	6.38	38.08
	TA0280481	09-APR-12	T/A COMMISSIONS		23.20	0.00	4.67	27.87
	TC0280481	09-APR-12	T/A COMM SERVIC		3.71	0.00	0.78	4.49
	26231059	22-APR-12	WYNREWARDS 5%		168.16	0.00	32.72	200.88
	TA0285735	25-APR-12	T/A COMMISSIONS		21.36	0.00	4.11	25.47
	TR0285735	25-APR-12	TMC / CONSORTIA		2.90	0.00	0.51	3.41
	TC0285735	25-APR-12	T/A COMM SERVIC		2.67	0.00	0.51	3.18
	1285735	25-APR-12	GDS & INTERNET		29.70	0.00	5.75	35.45
	42148761	30-APR-12	Actual-1215A-AD		624.06	0.00	118.86	742.92
	42123734	30-APR-12	5625A-PRM SUPPO		93.71	0.00	17.85	111.56
	42147895	30-APR-12	Actual-1000A-RO		1040.10	0.00	198.12	1238.22
	42124769	30-APR-12	5718A-HughesNet		105.00	10.24	21.98	137.22
			Sub Total		2172.61	10.24	417.57	2600.42
MAY-2012	26232852	22-MAY-12	WYNREWARDS 5%		170.19	0.00	30.55	200.74
	1292995	25-MAY-12	GDS & INTERNET		5.95	0.00	1.04	6.99

Report Date : 25-JUN-13

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST., NEW MADRID, MO, 63869-1753, US
As of Date: 25-JUN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42174523	31-MAY-12	Actual-1000A-RO		1307.02	0.00	228.75	1535.77
	42176278	31-MAY-12	Actual-1215A-AD		784.21	0.00	137.26	921.47
	42164683	31-MAY-12	5718A-HughesNet		105.00	10.24	20.19	135.43
	42164725	31-MAY-12	5625A-PRM SUPPO		93.71	0.00	16.39	110.10
			Sub Total		2466.08	10.24	434.18	2910.50
JUN-2012	26235756	22-JUN-12	WYNREWARDS 5%		243.92	0.00	40.00	283.92
	42212087	30-JUN-12	Actual-1000A-RO		1300.09	0.00	208.00	1508.09
	42195127	30-JUN-12	5718A-HughesNet		105.00	10.24	18.46	133.70
	42195526	30-JUN-12	5625A-PRM SUPPO		93.71	0.00	14.99	108.70
	42212845	30-JUN-12	Actual-1215A-AD		780.06	0.00	124.80	904.86
			Sub Total		2522.78	10.24	406.25	2939.27
JUL-2012	26240944	22-JUL-12	WYNREWARDS 5%		175.36	0.00	26.14	201.50
	42220038	30-JUL-12	5718A-HughesNet		105.00	10.24	16.73	131.97
	42220637	30-JUL-12	5625A-PRM SUPPO		93.71	0.00	13.59	107.30
	42237557	31-JUL-12	Actual-1000A-RO		1566.69	0.00	226.36	1793.05
	42236542	31-JUL-12	Actual-1215A-AD		940.01	0.00	135.83	1075.84
			Sub Total		2880.77	10.24	418.65	3309.66
AUG-2012	26243278	22-AUG-12	WYNREWARDS 5%		354.93	0.00	47.37	402.30
	1312382	24-AUG-12	GDS & INTERNET		5.25	0.00	0.69	5.94
	42256594	31-AUG-12	5034A-WYNGUEST		450.00	43.88	63.73	557.61
	42270443	31-AUG-12	Actual-1000A-RO		1455.47	0.00	187.76	1643.23
	42271921	31-AUG-12	Actual-1215A-AD		873.28	0.00	112.68	985.96
	42256819	31-AUG-12	5718A-HughesNet		105.00	10.24	14.88	130.12

Report Date : 25-JUN-13

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST., NEW MADRID, MO, 63869-1753, US
As of Date: 25-JUN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
			Sub Total		3243.93	54.12	427.11	3725.16
SEP-2012	26247404	22-SEP-12	WYNREWARDS 5%		155.52	0.00	18.35	173.87
	42303779	30-SEP-12	Actual-1000A-RO		1532.58	0.00	174.70	1707.28
	42284989	30-SEP-12	5718A-HughesNet		105.00	10.24	13.15	128.39
	42286546	30-SEP-12	5034A-WYNGUEST		450.00	43.88	56.32	550.20
	42305547	30-SEP-12	Actual-1215A-AD		919.55	0.00	104.81	1024.36
			Sub Total		3162.65	54.12	367.33	3584.10
OCT-2012	30723046	02-OCT-12	SUPER8 TRAINING		150.00	14.63	18.59	183.22
	26250020	22-OCT-12	WYNREWARDS 5%		306.45	0.00	31.57	338.02
	42319880	31-OCT-12	5034A-WYNGUEST		450.00	43.88	48.66	542.54
	42332422	31-OCT-12	Actual-1215A-AD		735.37	0.00	72.45	807.82
	42319104	31-OCT-12	5718A-HughesNet		105.00	10.24	11.36	126.60
	42332027	31-OCT-12	Actual-1000A-RO		1225.62	0.00	120.73	1346.35
			Sub Total		2972.44	68.75	303.36	3344.55
NOV-2012	TA0331224	19-NOV-12	T/A COMMISSIONS		5.51	0.00	0.50	6.01
	TM0331224	19-NOV-12	MEMBER BENEFIT		8.87	0.00	0.79	9.66
	1331224	19-NOV-12	GDS & INTERNET		27.25	0.00	2.42	29.67
	26254005	22-NOV-12	WYNREWARDS 5%		238.70	0.00	20.88	259.58
	26253058	22-NOV-12	WYNREWARDS CRDT		(236.84)	0.00	0.00	(236.84)
	42347212	30-NOV-12	5034A-WYNGUEST		450.00	43.88	41.25	535.13
	42365178	30-NOV-12	Actual-1215A-AD		643.39	0.00	53.72	697.11
	42363080	30-NOV-12	Actual-1000A-RO		1072.32	0.00	89.53	1161.85
	42345832	30-NOV-12	5718A-HughesNet		105.00	10.24	9.63	124.87

Report Date : 25-JUN-13

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST., NEW MADRID, MO, 63869-1753, US
As of Date: 25-JUN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
				Sub Total	2314.20	54.12	218.72	2587.04
DEC-2012	TM0342886	19-DEC-12	MEMBER BENEFIT		4.64	0.00	0.33	4.97
	TA0342886	19-DEC-12	T/A COMMISSIONS		63.71	0.00	4.72	68.43
	TR0342886	19-DEC-12	TMC / CONSORTIA		17.43	0.00	1.28	18.71
	TC0342886	19-DEC-12	T/A COMM SERVIC		5.12	0.00	0.38	5.50
	1342886	19-DEC-12	GDS & INTERNET		23.00	0.00	1.71	24.71
	26257845	22-DEC-12	WYNREWARDS 5%		220.17	0.00	15.95	236.12
	26256294	22-DEC-12	WYNREWARDS CRDT		(34.03)	0.00	0.00	(34.03)
	42396174	31-DEC-12	Actual-1000A-RO		874.71	0.00	59.49	934.20
	42395697	31-DEC-12	Actual-1215A-AD		524.82	0.00	35.68	560.50
	42380903	31-DEC-12	5718A-HughesNet		105.00	10.24	7.84	123.08
	42382545	31-DEC-12	5034A-WYNGUEST		450.00	43.88	33.59	527.47
				Sub Total	2254.57	54.12	160.97	2469.66
JAN-2013	26261686	22-JAN-13	WYNREWARDS CRDT		(102.69)	0.00	0.00	(102.69)
	26260508	22-JAN-13	WYNREWARDS 5%		195.47	0.00	11.14	206.61
	1350426	25-JAN-13	GDS & INTERNET		15.75	0.00	0.87	16.62
	42401935	31-JAN-13	5034A-WYNGUEST		450.00	43.88	25.94	519.82
	42425690	31-JAN-13	Actual-1215A-AD		394.74	0.00	20.73	415.47
	42425062	31-JAN-13	Actual-1000A-RO		657.89	0.00	34.55	692.44
	42401904	31-JAN-13	5718A-HughesNet		105.00	10.24	6.06	121.30
				Sub Total	1716.16	54.12	99.29	1869.57
FEB-2013	10658624	21-FEB-13	GUEST SATISFACT		30.00	0.00	1.27	31.27
	10658622	21-FEB-13	GUEST SRVCS TRA		160.00	0.00	6.72	166.72
	26263946	22-FEB-13	WYNREWARDS 5%		149.57	0.00	6.21	155.78
	42455330	28-FEB-13	Actual-1215A-AD		551.28	0.00	21.22	572.50
	42442002	28-FEB-13	5718A-HughesNet		105.00	10.24	4.44	119.68
	42442218	28-FEB-13	5034A-WYNGUEST		450.00	43.88	19.02	512.90

Report Date : 25-JUN-13

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date: 25-JUN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42455233	28-FEB-13	Actual-1000A-RO		918.80	0.00	35.37	954.17
				Sub Total	2364.65	54.12	94.25	2513.02
MAR-2013	26265854	22-MAR-13	WYNREWARDS 5%		129.56	0.00	3.56	133.12
	42471491	31-MAR-13	5718A-HughesNet		105.00	10.24	2.65	117.89
	42488644	31-MAR-13	Actual-1215A-AD		684.81	0.00	15.75	700.56
	42473216	31-MAR-13	5034A-WYNGUEST		450.00	43.88	11.36	505.24
	42488643	31-MAR-13	Actual-1000A-RO		1141.35	0.00	26.25	1167.60
				Sub Total	2510.72	54.12	59.57	2624.41
APR-2013	30783448	05-APR-13	GLOBAL CONFEREN		1049.00	0.00	0.00	1049.00
	26271303	22-APR-13	WYNREWARDS 5%		198.68	0.00	2.38	201.06
	42517977	30-APR-13	Actual-1215A-AD		683.01	0.00	5.46	688.47
	42501710	30-APR-13	5718A-HughesNet		105.00	10.24	0.92	116.16
	42503218	30-APR-13	5034A-WYNGUEST		450.00	43.88	3.95	497.83
	42517976	30-APR-13	Actual-1000A-RO		1138.34	0.00	9.11	1147.45
				Sub Total	3624.03	54.12	21.82	3699.97
MAY-2013	26273207	22-MAY-13	WYNREWARDS 5%		249.85	0.00	0.00	249.85
	42547489	31-MAY-13	Actual-1000A-RO		1179.27	0.00	0.00	1179.27
	42547566	31-MAY-13	Actual-1215A-AD		707.56	0.00	0.00	707.56
	42525184	31-MAY-13	5034A-WYNGUEST		450.00	43.88	0.00	493.88
	42524437	31-MAY-13	5718A-HughesNet		105.00	10.24	0.00	115.24
				Sub Total	2691.68	54.12	0.00	2745.80

Report Date : 25-JUN-13

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date: 25-JUN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
			Grand Total		46740.79	665.96	5704.87	53111.62

Requested By: Patrick Yeu

* Please note the 'ccruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

******* END OF REPORT *******

Shipment Receipt

Trans ction Date: 25 Jun 2013 **Tracking Number:** 1Z22445X0299059749

1 Address Information

Ship To:
Ripley Motel, LLC
Hal Hunter
545 Virginia
NEW MADRID MO 638691753

Ship From:
Wyndham Hotel Group - 22 Sylvan
Patrick Yeu
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-7831

Return Address:
Wyndham Hotel Group - 22 Sylvan
Patrick Yeu
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-7831

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Thursday, Jun 27, 2013
Shipping Fees Subtotal:	18.59 USD
Transportation	14.75 USD
Fuel Surcharge	1.69 USD
Delivery Area Surcharge- Extended	
Package 1	2.15 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged: 18.59 USD
Negotiated Total: 9.10 USD

Note: Your invoice may vary from the displayed reference rates.
* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT E

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

October 30, 2013

VIA 2 DAY DELIVERY METHOD

Mr. Hal Hunter
Ripley Motel, LLC
545 Virginia
New Madrid, MO 63869

Re: **NOTICE OF CONTINUING MONETARY DEFAULT relating to Super 8® System Unit #12398-87842-01, located in Ripley, TN (the "Facility")**

Dear Mr. Hunter:

I write on behalf of Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated June 11, 1999, as amended, between Ripley Motel, LLC, ("you" or "your") and us (the "Agreement"). You will recall that, on June 26, 2013, we sent you a default notice because of your failure to meet your financial obligations to us. That notice required you to cure the default within thirty (30) days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of thirty (30) days from the date of this letter to cure your default. Please be advised that as of October 30, 2013, your account is now past due in the amount of $58,169.36. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this Notice, we are also informing your Guarantors of your default.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Suzanne Fenimore
Senior Director
Contracts Compliance

cc: Gene E. Huegerich (Guarantor)
Thomas J. Wieland (Guarantor)
John Valletta
Mona Christian
Michael Piccola
Joe Maida

Report Date : 29-OCT-13

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY):	29-OCT-2013
Customer No :	12398-87842-01-SUP
Category Set :	
Category Group :	
Group No :	
Bankruptcy :	No Bankruptcy Sites
Disputed :	No
Finance Charges Included:	Yes

Report Date : 29-OCT-13

ITEMIZED STATEMENT

Customer No : 12399-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date: 29-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
MAR-2012	30673456	15-MAR-12	GLOBAL CONFEREN		100.00	0.00	25.90	125.90
	26225694	22-MAR-12	WYNREWARDS 5%		131.06	0.00	33.55	164.61
	42112891	31-MAR-12	Actual-1000A-RO		1109.30	0.00	295.59	1404.89
	42096178	31-MAR-12	5718A-HughesNet		105.00	10.24	29.02	144.26
	42096454	31-MAR-12	5625A-PRM SUPPO		93.71	0.00	24.56	118.27
	42113823	31-MAR-12	Actual-1215A-AD		665.58	0.00	177.39	842.97
			Sub Total		2204.65	10.24	586.01	2800.90
APR-2012	TC0280481	09-APR-12	T/A COMM SERVIC		3.71	0.00	1.02	4.73
	TM0280481	09-APR-12	MEMBER BENEFIT		26.34	0.00	6.95	33.29
	1280481	09-APR-12	GDS & INTERNET		31.70	0.00	8.32	40.02
	TA0280481	09-APR-12	T/A COMMISSIONS		23.20	0.00	6.09	29.29
	26231059	22-APR-12	WYNREWARDS 5%		168.16	0.00	42.98	211.14
	TA0285735	25-APR-12	T/A COMMISSIONS		21.36	0.00	5.41	26.77
	TR0285735	25-APR-12	TMC / CONSORTIA		2.90	0.00	0.67	3.57
	TC0285735	25-APR-12	T/A COMM SERVIC		2.67	0.00	0.67	3.34
	1285735	25-APR-12	GDS & INTERNET		29.70	0.00	7.57	37.27
	42148761	30-APR-12	Actual-1215A-AD		624.06	0.00	156.92	780.98
	42123734	30-APR-12	5625A-PRM SUPPO		93.71	0.00	23.57	117.28
	42147895	30-APR-12	Actual-1000A-RO		1040.10	0.00	261.56	1301.66
	42124769	30-APR-12	5718A-HughesNet		105.00	10.24	29.02	144.26
			Sub Total		2172.61	10.24	550.75	2733.60
MAY-2012	26232852	22-MAY-12	WYNREWARDS 5%		170.19	0.00	40.93	211.12
	1292995	25-MAY-12	GDS & INTERNET		5.95	0.00	1.40	7.35
	42174523	31-MAY-12	Actual-1000A-RO		1307.02	0.00	308.49	1615.51
	42176278	31-MAY-12	Actual-1215A-AD		784.21	0.00	185.10	969.31
	42164683	31-MAY-12	5718A-HughesNet		105.00	10.24	27.23	142.47
	42164725	31-MAY-12	5625A-PRM SUPPO		93.71	0.00	22.11	115.82

Rep...t Date : 29-OCT-13

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date: 29-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
				Sub Total	2466.08	10.24	585.26	3061.58
JUN-2012	26235756	22-JUN-12	WYNREWARDS 5%		243.92	0.00	54.88	298.80
	42212087	30-JUN-12	Actual-1000A-RO		1300.09	0.00	287.30	1587.39
	42195127	30-JUN-12	5718A-HughesNet		105.00	10.24	25.50	140.74
	42195526	30-JUN-12	5625A-PRM SUPPO		93.71	0.00	20.71	114.42
	42212845	30-JUN-12	Actual-1215A-AD		780.06	0.00	172.38	952.44
				Sub Total	2522.78	10.24	560.77	3093.79
JUL-2012	26240944	22-JUL-12	WYNREWARDS 5%		175.36	0.00	36.84	212.20
	42220038	30-JUL-12	5718A-HughesNet		105.00	10.24	23.77	139.01
	42220637	30-JUL-12	5625A-PRM SUPPO		93.71	0.00	19.31	113.02
	42237557	31-JUL-12	Actual-1000A-RO		1566.69	0.00	321.92	1888.61
	42236542	31-JUL-12	Actual-1215A-AD		940.01	0.00	193.17	1133.18
				Sub Total	2880.77	10.24	595.01	3486.02
AUG-2012	26243278	22-AUG-12	WYNREWARDS 5%		354.93	0.00	69.01	423.94
	1312382	24-AUG-12	GDS & INTERNET		5.25	0.00	1.01	6.26
	42256594	31-AUG-12	5034A-WYNGUEST		450.00	43.88	93.87	587.75
	42270443	31-AUG-12	Actual-1000A-RO		1455.47	0.00	276.54	1732.01
	42271921	31-AUG-12	Actual-1215A-AD		873.28	0.00	165.96	1039.24
	42256819	31-AUG-12	5718A-HughesNet		105.00	10.24	21.92	137.16
				Sub Total	3243.93	54.12	628.31	3926.36
SEP-2012	26247404	22-SEP-12	WYNREWARDS 5%		155.52	0.00	27.83	183.35
	42303779	30-SEP-12	Actual-1000A-RO		1532.58	0.00	268.18	1800.76
	42284989	30-SEP-12	5718A-HughesNet		105.00	10.24	20.19	135.43

Report Date : 29-OCT-13

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date: 29-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42286546	30-SEP-12	5034A-WYNGUEST		450.00	43.88	86.46	580.34
	42305547	30-SEP-12	Actual-1215A-AD		919.55	0.00	160.89	1080.44
			Sub Total		3162.65	54.12	563.55	3780.32
OCT-2012	30723046	02-OCT-12	SUPER8 TRAINING		150.00	14.63	28.63	193.26
	26250020	22-OCT-12	WYNREWARDS 5%		306.45	0.00	50.27	356.72
	42319880	31-OCT-12	5034A-WYNGUEST		450.00	43.88	78.80	572.68
	42332422	31-OCT-12	Actual-1215A-AD		735.37	0.00	117.31	852.68
	42319104	31-OCT-12	5718A-HughesNet		105.00	10.24	18.40	133.64
	42332027	31-OCT-12	Actual-1000A-RO		1225.62	0.00	195.49	1421.11
			Sub Total		2972.44	68.75	488.90	3530.09
NOV-2012	TA0331224	19-NOV-12	T/A COMMISSIONS		5.51	0.00	0.84	6.35
	TM0331224	19-NOV-12	MEMBER BENEFIT		8.87	0.00	1.33	10.20
	1331224	19-NOV-12	GDS & INTERNET		27.25	0.00	4.08	31.33
	26254005	22-NOV-12	WYNREWARDS 5%		238.70	0.00	35.44	274.14
	26253058	22-NOV-12	WYNREWARDS CRDT		(236.84)	0.00	0.00	(236.84)
	42347212	30-NOV-12	5034A-WYNGUEST		450.00	43.88	71.39	565.27
	42365178	30-NOV-12	Actual-1215A-AD		643.39	0.00	92.96	736.35
	42363080	30-NOV-12	Actual-1000A-RO		1072.32	0.00	154.93	1227.25
	42345832	30-NOV-12	5718A-HughesNet		105.00	10.24	16.67	131.91
			Sub Total		2314.20	54.12	377.64	2745.96
DEC-2012	TM0342886	19-DEC-12	MEMBER BENEFIT		4.64	0.00	0.61	5.25
	TA0342886	19-DEC-12	T/A COMMISSIONS		63.71	0.00	8.62	72.33
	TR0342886	19-DEC-12	TMC / CONSORTIA		17.43	0.00	2.34	19.77
	TC0342886	19-DEC-12	T/A COMM SERVIC		5.12	0.00	0.70	5.82
	1342886	19-DEC-12	GDS & INTERNET		23.00	0.00	3.13	26.13
	26257845	22-DEC-12	WYNREWARDS 5%		220.17	0.00	29.37	249.54
	26256294	22-DEC-12	WYNREWARDS CRDT		(34.03)	0.00	0.00	(34.03)

Report Date : 29-OCT-13

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date: 29-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42396174	31-DEC-12	Actual-1000A-RO		874.71	0.00	112.85	987.56
	42395697	31-DEC-12	Actual-1215A-AD		524.82	0.00	67.68	592.50
	42380903	31-DEC-12	5718A-HughesNet		105.00	10.24	14.88	130.12
	42382545	31-DEC-12	5034A-WYNGUEST		450.00	43.88	63.73	557.61
			Sub Total		2254.57	54.12	303.91	2612.60
JAN-2013	26261686	22-JAN-13	WYNREWARDS CRDT		(102.69)	0.00	0.00	(102.69)
	26260508	22-JAN-13	WYNREWARDS 5%		195.47	0.00	23.06	218.53
	1350426	25-JAN-13	GDS & INTERNET		15.75	0.00	1.83	17.58
	42425062	31-JAN-13	Actual-1000A-RO		657.89	0.00	74.69	732.58
	42401904	31-JAN-13	5718A-HughesNet		105.00	10.24	13.10	128.34
	42401935	31-JAN-13	5034A-WYNGUEST		450.00	43.88	56.08	549.96
	42425690	31-JAN-13	Actual-1215A-AD		394.74	0.00	44.81	439.55
			Sub Total		1716.16	54.12	213.57	1983.85
FEB-2013	10658622	21-FEB-13	GUEST SRVCS TRA		160.00	0.00	16.48	176.48
	10658624	21-FEB-13	GUEST SATISFACT		30.00	0.00	3.11	33.11
	26263946	22-FEB-13	WYNREWARDS 5%		149.57	0.00	15.33	164.90
	42442218	28-FEB-13	5034A-WYNGUEST		450.00	43.88	49.16	543.04
	42455233	28-FEB-13	Actual-1000A-RO		918.80	0.00	91.41	1010.21
	42455330	28-FEB-13	Actual-1215A-AD		551.28	0.00	54.84	606.12
	42442002	28-FEB-13	5718A-HughesNet		105.00	10.24	11.48	126.72
			Sub Total		2364.65	54.12	241.81	2660.58
MAR-2013	26265854	22-MAR-13	WYNREWARDS 5%		129.56	0.00	11.46	141.02
	42471491	31-MAR-13	5718A-HughesNet		105.00	10.24	9.69	124.93
	42473216	31-MAR-13	5034A-WYNGUEST		450.00	43.88	41.50	535.38
	42488643	31-MAR-13	Actual-1000A-RO		1141.35	0.00	95.87	1237.22
	42488644	31-MAR-13	Actual-1215A-AD		684.81	0.00	57.51	742.32

Report Date : 29-OCT-13

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date: 29-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
				Sub Total	2510.72	54.12	216.03	2780.87
APR-2013	30783448	05-APR-13	GLOBAL CONFEREN		1049.00	0.00	15.74	1064.74
	26271303	22-APR-13	WYNREWARDS 5%		198.68	0.00	14.50	213.18
	42501710	30-APR-13	5718A-HughesNet		105.00	10.24	7.96	123.20
	42517977	30-APR-13	Actual-1215A-AD		683.01	0.00	47.14	730.15
	42517976	30-APR-13	Actual-1000A-RO		1138.34	0.00	78.55	1216.89
	42503218	30-APR-13	5034A-WYNGUEST		450.00	43.88	34.09	527.97
				Sub Total	3624.03	54.12	197.98	3876.13
MAY-2013	26273207	22-MAY-13	WYNREWARDS 5%		249.85	0.00	14.49	264.34
	42547566	31-MAY-13	Actual-1215A-AD		707.56	0.00	37.86	745.42
	42547489	31-MAY-13	Actual-1000A-RO		1179.27	0.00	63.09	1242.36
	42525184	31-MAY-13	5034A-WYNGUEST		450.00	43.88	26.43	520.31
	42524437	31-MAY-13	5718A-HughesNet		105.00	10.24	6.17	121.41
				Sub Total	2691.68	54.12	148.04	2893.84
JUN-2013	26279175	22-JUN-13	WYNREWARDS 5%		144.42	0.00	6.14	150.56
	42576197	30-JUN-13	Actual-1215A-AD		675.66	0.00	26.01	701.67
	42560511	30-JUN-13	5718A-HughesNet		105.00	10.24	4.44	119.68
	42576445	30-JUN-13	Actual-1000A-RO		1126.10	0.00	43.35	1169.45
	42558785	30-JUN-13	5034A-WYNGUEST		450.00	43.88	19.02	512.90
				Sub Total	2501.18	54.12	98.96	2654.26
JUL-2013	26279375	22-JUL-13	WYNREWARDS 5%		263.27	0.00	7.24	270.51
	42610623	31-JUL-13	Actual-1215A-AD		682.23	0.00	15.69	697.92
	42589796	31-JUL-13	5718A-HughesNet		105.00	10.24	2.65	117.89

Report Date : 29-OCT-13

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date: 29-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42610622	31-JUL-13	Actual-1000A-RO		1137.05	0.00	26.16	1163.21
	42585466	31-JUL-13	5034A-WYNGUEST		450.00	43.88	11.36	505.24
			Sub Total		2637.55	54.12	63.10	2754.77
AUG-2013	30828772	22-AUG-13	On Site Fee		100.00	0.00	1.50	101.50
	26283200	22-AUG-13	WYNREWARDS 5%		353.22	0.00	4.24	357.46
	1398826	23-AUG-13	GDS & INTERNET		6.25	0.00	0.07	6.32
	42621763	31-AUG-13	5718A-HughesNet		105.00	10.24	0.86	116.10
	42636022	31-AUG-13	Actual-1000A-RO		1220.49	0.00	9.15	1229.64
	42623702	31-AUG-13	5034A-WYNGUEST		450.00	43.88	3.70	497.58
	42636132	31-AUG-13	Actual-1215A-AD		732.29	0.00	5.49	737.78
			Sub Total		2967.25	54.12	25.01	3046.38
SEP-2013	30839181	17-SEP-13	SUPER8 TRAINING		170.00	16.58	0.00	186.58
	26286689	22-SEP-13	WYNREWARDS 5%		377.97	0.00	0.00	377.97
	42652751	30-SEP-13	5718A-HughesNet		105.00	10.24	0.00	115.24
	42665301	30-SEP-13	Actual-1215A-AD		814.21	0.00	0.00	814.21
	42665302	30-SEP-13	Actual-1000A-RO		1357.02	0.00	0.00	1357.02
	42651034	30-SEP-13	5034A-WYNGUEST		450.00	43.88	0.00	493.88
			Sub Total		3274.20	70.70	0.00	3344.90
OCT-2013	26290747	22-OCT-13	WYNREWARDS 5%		387.15	0.00	0.00	387.15
	TC0417247	25-OCT-13	T/A COMM SERVIC		1.25	0.00	0.00	1.25
	TA0417247	25-OCT-13	T/A COMMISSIONS		14.16	0.00	0.00	14.16
			Sub Total		402.56	0.00	0.00	402.56

Report Date : 29-OCT-13

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date: 29-OCT-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
			Grand Total		50884.66	840.09	6444.61	58169.36

Requested By: Patrick Yeu

* Please note the accruals on your account are estimates.
  Make sure to promptly submit your actual gross room revenue and rooms sold.

******* END OF REPORT *******

Shipment Receipt

Transaction Date: 30 Oct 2013 **Tracking Number:** 1Z22445X0296707599

1 Address Information

Ship To:	Ship From:	Return Address:
Ripley Motel, LLC Hal Hunter 545 Virginia NEW MADRID MO 638691753	Wyndham Hotel Group - 22 Sylvan Patrick Yeu 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7831	Wyndham Hotel Group - 22 Sylvan Patrick Yeu 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7831

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter	UPS Letter		Reference # 1 - 006-1696 Reference # 2 - Reference # 3 -

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Friday, Nov 1, 2013
Shipping Fees Subtotal:	18.76 USD
Transportation	14.75 USD
Fuel Surcharge	1.86 USD
Delivery Area Surcharge- Extended	
Package 1	2.15 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	18.76 USD
Negotiated Total:	8.16 USD

Note: Your invoice may vary from the displayed reference rates.
* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT F

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

January 16, 2014

VIA 2 DAY DELIVERY METHOD

Mr. Hal Hunter
Ripley Motel, LLC
545 Virginia
New Madrid, MO 63869

Re: NOTICE OF CONTINUING MONETARY DEFAULT relating to Super 8® Unit #12398-87842-01, located in Ripley, TN (the "Facility")

Dear Mr. Hunter:

I write on behalf of Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated June 11, 1999, as amended, between Ripley Motel, LLC, ("you" or "your") and us (the "Agreement"). You will recall that, on June 26, 2013 and October 30, 2013, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within thirty (30) days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of thirty (30) days from the date of this letter to cure your default. Please be advised that as of January 15, 2014, your account is now past due in the amount of **$66,583.86**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

By copy of this Notice, we are also informing your Guarantors of your default regarding the Facility.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Suzanne Fenimore
Senior Director
Contracts Compliance

Enclosure

cc: Gene E. Huegerich (Guarantor)
Thomas J. Wieland (Guarantor)
John Valletta
Mona Christian
Michael Piccola
Joe Maida

Report Date : 15-JAN-14

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY)	:	15-JAN-2014
Customer No	:	12398-87842-01-SUP
Category Set	:	
Category Group	:	
Group No	:	
Bankruptcy	:	No Bankruptcy Sites
Disputed	:	No
Finance Charges Included	:	Yes

Page 1 of 9

Report Date : 15-JAN-14

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST., NEW MADRID, MO, 63869-1753, US
As of Date: 15-JAN-2014

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
MAR-2012	30673456	15-MAR-12	GLOBAL CONFEREN		100.00	0.00	25.90	125.90
	26225694	22-MAR-12	WYNREWARDS 5%		131.06	0.00	33.55	164.61
	42096454	31-MAR-12	5625A-PRM SUPPO		93.71	0.00	26.59	120.30
	42096178	31-MAR-12	5718A-HughesNet		105.00	10.24	29.02	144.26
	42112891	31-MAR-12	Actual-1000A-RO		1109.30	0.00	329.42	1438.72
	42113823	31-MAR-12	Actual-1215A-AD		665.58	0.00	197.69	863.27

			Sub Total	2204.65	10.24	642.17	2857.06
APR-2012	TC0280481	09-APR-12	T/A COMM SERVIC	3.71	0.00	1.14	4.85
	1280481	09-APR-12	GDS & INTERNET	31.70	0.00	9.29	40.99
	TA0280481	09-APR-12	T/A COMMISSIONS	23.20	0.00	6.80	30.00
	TM0280481	09-APR-12	MEMBER BENEFIT	26.34	0.00	7.76	34.10
	26231059	22-APR-12	WYNREWARDS 5%	168.16	0.00	48.11	216.27
	TR0285735	25-APR-12	TMC / CONSORTIA	2.90	0.00	0.75	3.65
	1285735	25-APR-12	GDS & INTERNET	29.70	0.00	8.48	38.18
	TA0285735	25-APR-12	T/A COMMISSIONS	21.36	0.00	6.06	27.42
	TC0285735	25-APR-12	T/A COMM SERVIC	2.67	0.00	0.75	3.42
	42124769	30-APR-12	5718A-HughesNet	105.00	10.24	32.54	147.78
	42123734	30-APR-12	5625A-PRM SUPPO	93.71	0.00	26.43	120.14
	42147895	30-APR-12	Actual-1000A-RO	1040.10	0.00	293.28	1333.38
	42148761	30-APR-12	Actual-1215A-AD	624.06	0.00	175.95	800.01
			Sub Total	2172.61	10.24	617.34	2800.19
MAY-2012	26232852	22-MAY-12	WYNREWARDS 5%	170.19	0.00	46.12	216.31
	1292995	25-MAY-12	GDS & INTERNET	5.95	0.00	1.58	7.53
	42164683	31-MAY-12	5718A-HughesNet	105.00	10.24	30.75	145.99
	42164725	31-MAY-12	5625A-PRM SUPPO	93.71	0.00	24.97	118.68
	42176278	31-MAY-12	Actual-1215A-AD	784.21	0.00	209.02	993.23
	42174523	31-MAY-12	Actual-1000A-RO	1307.02	0.00	348.36	1655.38

Report Date : 15-JAN-14

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date: 15-JAN-2014

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
				Sub Total	2466.08	10.24	660.80	3137.12
JUN-2012	26235756	22-JUN-12	WYNREWARDS 5%		243.92	0.00	62.32	306.24
	42195127	30-JUN-12	5718A-HughesNet		105.00	10.24	29.02	144.26
	42212087	30-JUN-12	Actual-1000A-RO		1300.09	0.00	326.95	1627.04
	42195526	30-JUN-12	5625A-PRM SUPPO		93.71	0.00	23.57	117.28
	42212845	30-JUN-12	Actual-1215A-AD		780.06	0.00	196.17	976.23
				Sub Total	2522.78	10.24	638.03	3171.05
JUL-2012	26240944	22-JUL-12	WYNREWARDS 5%		175.36	0.00	42.19	217.55
	42220637	30-JUL-12	5625A-PRM SUPPO		93.71	0.00	22.17	115.88
	42220038	30-JUL-12	5718A-HughesNet		105.00	10.24	27.29	142.53
	42237557	31-JUL-12	Actual-1000A-RO		1566.69	0.00	369.70	1936.39
	42236542	31-JUL-12	Actual-1215A-AD		940.01	0.00	221.84	1161.85
				Sub Total	2880.77	10.24	683.19	3574.20
AUG-2012	26243278	22-AUG-12	WYNREWARDS 5%		354.93	0.00	79.83	434.76
	1312382	24-AUG-12	GDS & INTERNET		5.25	0.00	1.17	6.42
	42270443	31-AUG-12	Actual-1000A-RO		1455.47	0.00	320.93	1776.40
	42256819	31-AUG-12	5718A-HughesNet		105.00	10.24	25.44	140.68
	42256594	31-AUG-12	5034A-WYNGUEST		450.00	43.88	108.94	602.82
	42271921	31-AUG-12	Actual-1215A-AD		873.28	0.00	192.60	1065.88
				Sub Total	3243.93	54.12	728.91	4026.96
SEP-2012	26247404	22-SEP-12	WYNREWARDS 5%		155.52	0.00	32.57	188.09
	42286546	30-SEP-12	5034A-WYNGUEST		450.00	43.88	101.53	595.41
	42303779	30-SEP-12	Actual-1000A-RO		1532.58	0.00	314.92	1847.50

Report Date : 15-JAN-14

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date: 15-JAN-2014

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42284989	30-SEP-12	5718A-HughesNet		105.00	10.24	23.71	138.95
	42305547	30-SEP-12	Actual-1215A-AD		919.55	0.00	188.93	1108.48
				Sub Total	3162.65	54.12	661.66	3878.43
OCT-2012	30723046	02-OCT-12	SUPER8 TRAINING		150.00	14.63	33.65	198.28
	26250020	22-OCT-12	WYNREWARDS 5%		306.45	0.00	59.62	366.07
	42332422	31-OCT-12	Actual-1215A-AD		735.37	0.00	139.74	875.11
	42319104	31-OCT-12	5718A-HughesNet		105.00	10.24	21.92	137.16
	42319880	31-OCT-12	5034A-WYNGUEST		450.00	43.88	93.87	587.75
	42332027	31-OCT-12	Actual-1000A-RO		1225.62	0.00	232.87	1458.49
				Sub Total	2972.44	68.75	581.67	3622.86
NOV-2012	1331224	19-NOV-12	GDS & INTERNET		27.25	0.00	4.91	32.16
	TA0331224	19-NOV-12	T/A COMMISSIONS		5.51	0.00	1.01	6.52
	TM0331224	19-NOV-12	MEMBER BENEFIT		8.87	0.00	1.60	10.47
	26254005	22-NOV-12	WYNREWARDS 5%		238.70	0.00	42.72	281.42
	26253058	22-NOV-12	WYNREWARDS CRDT		(236.84)	0.00	0.00	(236.84)
	42363080	30-NOV-12	Actual-1000A-RO		1072.32	0.00	187.63	1259.95
	42365178	30-NOV-12	Actual-1215A-AD		643.39	0.00	112.58	755.97
	42345832	30-NOV-12	5718A-HughesNet		105.00	10.24	20.19	135.43
	42347212	30-NOV-12	5034A-WYNGUEST		450.00	43.88	86.46	580.34
				Sub Total	2314.20	54.12	457.10	2825.42

DEC-2012	TM0342886	19-DEC-12	MEMBER BENEFIT	4.64	0.00	0.75	5.39
	1342886	19-DEC-12	GDS & INTERNET	23.00	0.00	3.84	26.84
	TA0342886	19-DEC-12	T/A COMMISSIONS	63.71	0.00	10.57	74.28
	TR0342886	19-DEC-12	TMC / CONSORTIA	17.43	0.00	2.87	20.30
	TC0342886	19-DEC-12	T/A COMM SERVIC	5.12	0.00	0.86	5.98
	26256294	22-DEC-12	WYNREWARDS CRDT	(34.03)	0.00	0.00	(34.03)
	26257845	22-DEC-12	WYNREWARDS 5%	220.17	0.00	36.08	256.25

Report Date : 15-JAN-14

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST., NEW MADRID, MO, 63869-1753, US
As of Date: 15-JAN-2014

Mon-Year	Invoice No	Invoice Date	Description	Accrued Billing	Amount Tax	FinanceCharges	Total
	42395697	31-DEC-12	Actual-1215A-AD	524.82	0.00	83.68	608.50
	42396174	31-DEC-12	Actual-1000A-RO	874.71	0.00	139.53	1014.24
	42380903	31-DEC-12	5718A-HughesNet	105.00	10.24	18.40	133.64
	42382545	31-DEC-12	5034A-WYNGUEST	450.00	43.88	78.80	572.68
			Sub Total	2254.57	54.12	375.38	2684.07
JAN-2013	26261686	22-JAN-13	WYNREWARDS CRDT	(102.69)	0.00	0.00	(102.69)
	26260508	22-JAN-13	WYNREWARDS 5%	195.47	0.00	29.02	224.49
	1350426	25-JAN-13	GDS & INTERNET	15.75	0.00	2.31	18.06
	42401904	31-JAN-13	5718A-HughesNet	105.00	10.24	16.62	131.86
	42425690	31-JAN-13	Actual-1215A-AD	394.74	0.00	56.85	451.59
	42401935	31-JAN-13	5034A-WYNGUEST	450.00	43.88	71.15	565.03
	42425062	31-JAN-13	Actual-1000A-RO	657.89	0.00	94.76	752.65
			Sub Total	1716.16	54.12	270.71	2040.99

FEB-2013	10658622	21-FEB-13	GUEST SRVCS TRA	160.00	0.00	21.36	181.36
	10658624	21-FEB-13	GUEST SATISFACT	30.00	0.00	4.03	34.03
	26263946	22-FEB-13	WYNREWARDS 5%	149.57	0.00	19.89	169.46
	42442218	28-FEB-13	5034A-WYNGUEST	450.00	43.88	64.23	558.11
	42442002	28-FEB-13	5718A-HughesNet	105.00	10.24	15.00	130.24
	42455233	28-FEB-13	Actual-1000A-RO	918.80	0.00	119.43	1038.23
	42455330	28-FEB-13	Actual-1215A-AD	551.28	0.00	71.65	622.93
			Sub Total	2364.65	54.12	315.59	2734.36
MAR-2013	26265854	22-MAR-13	WYNREWARDS 5%	129.56	0.00	15.41	144.97
	42471491	31-MAR-13	5718A-HughesNet	105.00	10.24	13.21	128.45
	42488644	31-MAR-13	Actual-1215A-AD	684.81	0.00	78.39	763.20
	42488643	31-MAR-13	Actual-1000A-RO	1141.35	0.00	130.68	1272.03
	42473216	31-MAR-13	5034A-WYNGUEST	450.00	43.88	56.57	550.45

Page 5 of 9

Report Date : 15-JAN-14

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 5.5 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date: 15-JAN-2014

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
			Sub Total		2510.72	54.12	294.26	2859.10
APR-2013	30783448	05-APR-13	GLOBAL CONFEREN		1049.00	0.00	47.74	1096.74
	26271303	22-APR-13	WYNREWARDS 5%		198.68	0.00	20.56	219.24
	42503218	30-APR-13	5034A-WYNGUEST		450.00	43.88	49.16	543.04

	42517976	30-APR-13	Actual-1000A-RO	1138.34	0.00	113.27	1251.61
	42517977	30-APR-13	Actual-1215A-AD	683.01	0.00	67.98	750.99
	42501710	30-APR-13	5718A-HughesNet	105.00	10.24	11.48	126.72
			Sub Total	3624.03	54.12	310.19	3988.34
MAY-2013	26273207	22-MAY-13	WYNREWARDS 5%	249.85	0.00	22.11	271.96
	42525184	31-MAY-13	5034A-WYNGUEST	450.00	43.88	41.50	535.38
	42547566	31-MAY-13	Actual-1215A-AD	707.56	0.00	59.44	767.00
	42524437	31-MAY-13	5718A-HughesNet	105.00	10.24	9.69	124.93
	42547489	31-MAY-13	Actual-1000A-RO	1179.27	0.00	99.06	1278.33
			Sub Total	2691.68	54.12	231.80	2977.60
JUN-2013	26279175	22-JUN-13	WYNREWARDS 5%	144.42	0.00	10.55	154.97
	42576197	30-JUN-13	Actual-1215A-AD	675.66	0.00	46.61	722.27
	42558785	30-JUN-13	5034A-WYNGUEST	450.00	43.88	34.09	527.97
	42576445	30-JUN-13	Actual-1000A-RO	1126.10	0.00	77.69	1203.79
	42560511	30-JUN-13	5718A-HughesNet	105.00	10.24	7.96	123.20
			Sub Total	2501.18	54.12	176.90	2732.20
JUL-2013	26279375	22-JUL-13	WYNREWARDS 5%	263.27	0.00	15.27	278.54
	42610622	31-JUL-13	Actual-1000A-RO	1137.05	0.00	60.84	1197.89
	42589796	31-JUL-13	5718A-HughesNet	105.00	10.24	6.17	121.41

Report Date : 15-JAN-14

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST., NEW MADRID, MO, 63869-1753, US
As of Date: 15-JAN-2014

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42585466	31-JUL-13	5034A-WYNGUEST		450.00	43.88	26.43	520.31
	42610623	31-JUL-13	Actual-1215A-AD		682.23	0.00	36.49	718.72
				Sub Total	2637.55	54.12	145.20	2836.87
AUG-2013	26283200	22-AUG-13	WYNREWARDS 5%		353.22	0.00	15.01	368.23
	30828772	22-AUG-13	On Site Fee		100.00	0.00	4.55	104.55
	1396826	23-AUG-13	GDS & INTERNET		6.25	0.00	0.26	6.51
	42623702	31-AUG-13	5034A-WYNGUEST		450.00	43.88	18.77	512.65
	42636022	31-AUG-13	Actual-1000A-RO		1220.49	0.00	46.38	1266.87
	42636132	31-AUG-13	Actual-1215A-AD		732.29	0.00	27.82	760.11
	42621763	31-AUG-13	5718A-HughesNet		105.00	10.24	4.38	119.62
				Sub Total	2967.25	54.12	117.17	3138.54
SEP-2013	30839181	17-SEP-13	SUPER8 TRAINING		170.00	16.58	5.51	192.09
	26286689	22-SEP-13	WYNREWARDS 5%		377.97	0.00	10.21	388.18
	42651034	30-SEP-13	5034A-WYNGUEST		450.00	43.88	11.36	505.24
	42665302	30-SEP-13	Actual-1000A-RO		1357.02	0.00	31.22	1388.24
	42665301	30-SEP-13	Actual-1215A-AD		814.21	0.00	18.72	832.93
	42652751	30-SEP-13	5718A-HughesNet		105.00	10.24	2.65	117.89
				Sub Total	3274.20	70.70	79.67	3424.57
OCT-2013	26290747	22-OCT-13	WYNREWARDS 5%		387.15	0.00	4.65	391.80
	TA0417247	25-OCT-13	T/A COMMISSIONS		14.16	0.00	0.15	14.31
	42675122	31-OCT-13	5034A-WYNGUEST		450.00	43.88	3.70	497.58
	42673801	31-OCT-13	5718A-HughesNet		105.00	10.24	0.86	116.10
	42695167	31-OCT-13	Actual-1000A-RO		1030.37	0.00	7.73	1038.10
	42695259	31-OCT-13	Actual-1215A-AD		618.22	0.00	4.64	622.86

Report Date : 15-JAN-14

ITEMIZED STATEMENT

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date: 15-JAN-2014

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
				Sub Total	2604.90	54.12	21.73	2680.75
NOV-2013	26294790	22-NOV-13	WYNREWARDS 5%		302.14	0.00	0.00	302.14
	42724788	30-NOV-13	Actual-1215A-AD		602.13	0.00	0.00	602.13
	42701191	30-NOV-13	5718A-HughesNet		105.00	10.24	0.00	115.24
	42724787	30-NOV-13	Actual-1000A-RO		1003.56	0.00	0.00	1003.56
	42701747	30-NOV-13	5034A-WYNGUEST		450.00	43.88	0.00	493.88
				Sub Total	2462.83	54.12	0.00	2516.95
DEC-2013	26298278	22-DEC-13	WYNREWARDS 5%		89.64	0.00	0.00	89.64
	42740960	31-DEC-13	Actual-1000A-RO		860.92	0.00	0.00	860.92
	42740961	31-DEC-13	Actual-1215A-AD		516.55	0.00	0.00	516.55
	42730881	31-DEC-13	5718A-HughesNet		105.00	10.24	0.00	115.24
	42731158	31-DEC-13	5034A-WYNGUEST		450.00	43.88	0.00	493.88
				Sub Total	2022.11	54.12	0.00	2076.23
				Grand Total	57571.94	1002.45	8009.47	66583.86

Requested By: Yelena Danishevsky

Shipment Receipt

Transaction Date: 16 Jan 2014 **Tracking Number:** 1Z22445X0292432866

1 Address Information

Ship To:	Ship From:	Return Address:
Ripley Motel Llc	*Wyndham Hotel Group - 22 Sylvan*	*Wyndham Hotel Group - 22 Sylvan*
Hal Hunter Iii	Elena Danishevsky	Elena Danishevsky
Super 8	22 Sylvan Way	22 Sylvan Way
545 Virginia St.	Parsippany NJ 07054	Parsippany NJ 07054
NEW MADRID MO 638691753	Telephone:973-753-7236	Telephone:973-753-7236
Telephone:(573) 748-5586		

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter	UPS Letter		Reference # 1 - 006-1696 Reference # 2 - Reference # 3 -

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Monday, Jan 20, 2014
Shipping Fees Subtotal:	19.91 USD
Transportation	15.85 USD
Fuel Surcharge	1.81 USD
Delivery Area Surcharge- Extended	
Package 1	2.25 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	19.91 USD
Negotiated Total:	8.21 USD

Note: Your Invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT G

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

April 18, 2014

VIA 2 DAY DELIVERY METHOD

Mr. Hal Hunter
Ripley Motel, LLC
545 Virginia
New Madrid, MO 63869

Re: **NOTICE OF CONTINUING MONETARY DEFAULT relating to Super 8® System Unit #12398-87842-01 located in Ripley, TN (the "Facility")**

Dear Mr. Hunter:

I write on behalf of Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated June 11, 1999, as amended, between Ripley Motel, LLC, ("you" or "your") and us (the "Agreement"). You will recall that, on June 26, 2013, October 30, 2013 and January 16, 2014, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within thirty (30) days. However, you did not cure your defaults within the time permitted.

Your failure to cure your defaults within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of thirty (30) days from the date of this letter to cure your default. Please be advised that as of **April 18, 2014**, your account is now past due in the amount of **$76,603.54**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this Notice, we are also informing your Guarantors of your default.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Suzanne Fenimore
Senior Director
Contracts Compliance

Enclosure

cc: Gene E. Huegerich (Guarantor)
Thomas J. Wieland (Guarantor)
John Valletta
Mona Christian
Michael Piccola
Joe Maida

ITEMIZED STATEMENT

Report Date: 18-Apr-2014

As of Date (DD-MMM-YYYY) : 18-Apr-2014
Customer No : 12398-87842-01-SUP
Category Set :
Category Group :
Group No :
Bankruptcy : No Bankruptcy Sites
Disputed : No
Finance Charges Included : Yes

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date : 18-Apr-2014

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
MAR-2012	30673456	03/14/2012	GLOBAL CONFERENCE		100.00	0.00	25.90	125.90
	26225694	03/21/2012	WYNREWARDS 5%		131.06	0.00	33.55	164.61
	42096454	03/30/2012	5625A-PRM SUPPORT		93.71	0.00	30.61	124.32
	42096178	03/30/2012	5718A-HughesNet VPN		105.00	10.24	29.02	144.26
	42112891	03/30/2012	Actual-1000A-ROYALTY FEE		1,109.30	0.00	396.52	1,505.82
	42113823	03/30/2012	Actual-1215A-ADVERTISING		665.58	0.00	237.97	903.55
				Sub Total:	2,204.65	10.24	753.57	2,968.46
APR-2012	TM0280481	04/08/2012	MEMBER BENEFIT COMM		26.34	0.00	9.36	35.70
	TA0280481	04/08/2012	T/A COMMISSIONS		23.20	0.00	8.20	31.40
	1280481	04/08/2012	GDS & INTERNET BKGS		31.70	0.00	11.20	42.90
	TC0280481	04/08/2012	T/A COMM SERVICE CHG		3.71	0.00	1.37	5.08
	26231059	04/21/2012	WYNREWARDS 5%		168.16	0.00	58.29	226.45
	TC0285735	04/24/2012	T/A COMM SERVICE CHG		2.67	0.00	0.91	3.58
	TA0285735	04/24/2012	T/A COMMISSIONS		21.36	0.00	7.35	28.71
	1285735	04/24/2012	GDS & INTERNET BKGS		29.70	0.00	10.28	39.98
	TR0285735	04/24/2012	TMC / CONSORTIA		2.90	0.00	0.91	3.81
	42124769	04/29/2012	5718A-HughesNet VPN		105.00	10.24	39.52	154.76
	42123734	04/29/2012	5625A-PRM SUPPORT		93.71	0.00	32.09	125.80
	42148761	04/29/2012	Actual-1215A-ADVERTISING		624.06	0.00	213.70	837.76
	42147895	04/29/2012	Actual-1000A-ROYALTY FEE		1,040.10	0.00	356.20	1,396.30
				Sub Total:	2,172.61	10.24	749.38	2,932.23
MAY-2012	26232852	05/21/2012	WYNREWARDS 5%		170.19	0.00	56.42	226.61
	1292995	05/24/2012	GDS & INTERNET BKGS		5.95	0.00	1.93	7.88
	42174523	05/30/2012	Actual-1000A-ROYALTY FEE		1,307.02	0.00	427.44	1,734.46
	42164683	05/30/2012	5718A-HughesNet VPN		105.00	10.24	37.73	152.97
	42164725	05/30/2012	5625A-PRM SUPPORT		93.71	0.00	30.63	124.34
	42176278	05/30/2012	Actual-1215A-ADVERTISING		784.21	0.00	256.48	1,040.69
				Sub Total:	2,466.08	10.24	810.63	3,286.95

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JUN-2012	26235756	06/21/2012	WYNREWARDS 5%		243.92	0.00	77.07	320.99
	42212087	06/29/2012	Actual-1000A-ROYALTY FEE		1,300.09	0.00	405.60	1,705.69
	42212845	06/29/2012	Actual-1215A-ADVERTISING		780.06	0.00	243.36	1,023.42
	42195127	06/29/2012	5718A-HughesNet VPN		105.00	10.24	36.00	151.24
	42195526	06/29/2012	5625A-PRM SUPPORT		93.71	0.00	29.23	122.94
				Sub Total:	2,522.78	10.24	791.26	3,324.28
JUL-2012	26240944	07/21/2012	WYNREWARDS 5%		175.36	0.00	52.81	228.17
	42220637	07/29/2012	5625A-PRM SUPPORT		93.71	0.00	27.83	121.54
	42220038	07/29/2012	5718A-HughesNet VPN		105.00	10.24	34.27	149.51
	42237557	07/30/2012	Actual-1000A-ROYALTY FEE		1,566.69	0.00	464.47	2,031.16
	42236542	07/30/2012	Actual-1215A-ADVERTISING		940.01	0.00	278.71	1,218.72
				Sub Total:	2,880.77	10.24	858.09	3,749.10
AUG-2012	26243278	08/21/2012	WYNREWARDS 5%		354.93	0.00	101.30	456.23
	1312382	08/23/2012	GDS & INTERNET BKGS		5.25	0.00	1.48	6.73
	42256819	08/30/2012	5718A-HughesNet VPN		105.00	10.24	32.42	147.66
	42270443	08/30/2012	Actual-1000A-ROYALTY FEE		1,455.47	0.00	408.99	1,864.46
	42271921	08/30/2012	Actual-1215A-ADVERTISING		873.28	0.00	245.45	1,118.73
	42256594	08/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	138.83	632.71
				Sub Total:	3,243.93	54.12	928.47	4,226.52
SEP-2012	26247404	09/21/2012	WYNREWARDS 5%		155.52	0.00	41.98	197.50
	42305547	09/29/2012	Actual-1215A-ADVERTISING		919.55	0.00	244.55	1,164.10
	42303779	09/29/2012	Actual-1000A-ROYALTY FEE		1,532.58	0.00	407.63	1,940.21
	42284989	09/29/2012	5718A-HughesNet VPN		105.00	10.24	30.69	145.93
	42286546	09/29/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	131.42	625.30
				Sub Total:	3,162.65	54.12	856.27	4,073.04
OCT-2012	30723046	10/01/2012	SUPER8 TRAINING		150.00	14.63	43.60	208.23
	26250020	10/21/2012	WYNREWARDS 5%		306.45	0.00	78.16	384.61
	42319880	10/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	123.76	617.64
	42332422	10/30/2012	Actual-1215A-ADVERTISING		735.37	0.00	184.24	919.61
	42319104	10/30/2012	5718A-HughesNet VPN		105.00	10.24	28.90	144.14
	42332027	10/30/2012	Actual-1000A-ROYALTY FEE		1,225.62	0.00	307.03	1,532.65
				Sub Total:	2,972.44	68.75	765.69	3,806.88
NOV-2012	TA0331224	11/18/2012	T/A COMMISSIONS		5.51	0.00	1.36	6.87
	TM0331224	11/18/2012	MEMBER BENEFIT COMM		8.87	0.00	2.14	11.01
	1331224	11/18/2012	GDS & INTERNET BKGS		27.25	0.00	6.55	33.80
	26254005	11/21/2012	WYNREWARDS 5%		238.70	0.00	57.16	295.86
	26253058	11/21/2012	WYNREWARDS CRDT		-236.84	0.00	0.00	-236.84
	42347212	11/29/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	116.35	610.23
	42345832	11/29/2012	5718A-HughesNet VPN		105.00	10.24	27.17	142.41

Mon-Year.	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	42363080	11/29/2012	Actual-1000A-ROYALTY FEE		1,072.32	0.00	252.50	1,324.82
	42365178	11/29/2012	Actual-1215A-ADVERTISING		643.39	0.00	151.50	794.89
				Sub Total:	2,314.20	54.12	614.73	2,983.05
DEC-2012	TM0342886	12/18/2012	MEMBER BENEFIT COMM		4.64	0.00	1.02	5.66
	TA0342886	12/18/2012	T/A COMMISSIONS		63.71	0.00	14.43	78.14
	TR0342886	12/18/2012	TMC / CONSORTIA		17.43	0.00	3.92	21.35
	TC0342886	12/18/2012	T/A COMM SERVICE CHG		5.12	0.00	1.17	6.29
	1342886	12/18/2012	GDS & INTERNET BKGS		23.00	0.00	5.24	28.24
	26257845	12/21/2012	WYNREWARDS 5%		220.17	0.00	49.39	269.56
	26256294	12/21/2012	WYNREWARDS CRDT		-34.03	0.00	0.00	-34.03
	42395697	12/30/2012	Actual-1215A-ADVERTISING		524.82	0.00	115.42	640.24
	42380903	12/30/2012	5718A-HughesNet VPN		105.00	10.24	25.38	140.62
	42382545	12/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	108.69	602.57
	42396174	12/30/2012	Actual-1000A-ROYALTY FEE		874.71	0.00	192.46	1,067.17
				Sub Total:	2,254.57	54.12	517.12	2,825.81
JAN-2013	26261686	01/21/2013	WYNREWARDS CRDT		-102.69	0.00	0.00	-102.69
	26260508	01/21/2013	WYNREWARDS 5%		195.47	0.00	40.85	236.32
	1350426	01/24/2013	GDS & INTERNET BKGS		15.75	0.00	3.25	19.00
	42401904	01/30/2013	5718A-HughesNet VPN		105.00	10.24	23.60	138.84
	42425690	01/30/2013	Actual-1215A-ADVERTISING		394.74	0.00	80.74	475.48
	42401935	01/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	101.04	594.92
	42425062	01/30/2013	Actual-1000A-ROYALTY FEE		657.89	0.00	134.57	792.46
				Sub Total:	1,716.16	54.12	384.05	2,154.33
FEB-2013	10658622	02/20/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	31.04	191.04
	10658624	02/20/2013	GUEST SATISFACTION		30.00	0.00	5.86	35.86
	26263946	02/21/2013	WYNREWARDS 5%		149.57	0.00	28.94	178.51
	42442218	02/27/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	94.12	588.00
	42442002	02/27/2013	5718A-HughesNet VPN		105.00	10.24	21.98	137.22
	42455233	02/27/2013	Actual-1000A-ROYALTY FEE		91[illegible]	0.00	175.01	1,093.81
	42455330	02/27/2013	Actual-1215A-ADVERTISING		551.28	0.00	104.99	656.27
				Sub Total:	2,364.65	54.12	461.94	2,880.71
MAR-2013	26265854	03/21/2013	WYNREWARDS 5%		129.56	0.00	23.25	152.81
	42471491	03/30/2013	5718A-HughesNet VPN		105.00	10.24	20.19	135.43
	42488644	03/30/2013	Actual-1215A-ADVERTISING		684.81	0.00	119.81	804.62
	42488643	03/30/2013	Actual-1000A-ROYALTY FEE		1,141.35	0.00	199.73	1,341.08
	42473216	03/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	86.46	580.34
				Sub Total:	2,510.72	54.12	449.44	3,014.28
APR-2013	30783448	04/04/2013	GLOBAL CONFERENCE		1,049.00	0.00	111.21	1,160.21
	26271303	04/21/2013	WYNREWARDS 5%		198.68	0.00	32.58	231.26
	42503218	04/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	79.05	572.93

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	42517976	04/29/2013	Actual-1000A-ROYALTY FEE		1,138.34	0.00	182.13	1,320.47
	42517977	04/29/2013	Actual-1215A-ADVERTISING		683.01	0.00	109.31	792.32
	42501710	04/29/2013	5718A-HughesNet VPN		105.00	10.24	18.46	133.70
				Sub Total:	3,624.03	54.12	532.74	4,210.89
MAY-2013	26273207	05/21/2013	WYNREWARDS 5%		249.85	0.00	37.22	287.07
	42525184	05/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	71.39	565.27
	42547566	05/30/2013	Actual-1215A-ADVERTISING		707.56	0.00	102.26	809.82
	42524437	05/30/2013	5718A-HughesNet VPN		105.00	10.24	16.67	131.91
	42547489	05/30/2013	Actual-1000A-ROYALTY FEE		1,179.27	0.00	170.41	1,349 68
				Sub Total:	2,691.68	54.12	397.95	3,143.75
JUN-2013	26279175	06/21/2013	WYNREWARDS 5%		144.42	0.00	19.29	163.71
	42576197	06/29/2013	Actual-1215A-ADVERTISING		675.66	0.00	87.48	763.14
	42558785	06/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	63.98	557.86
	42576445	06/29/2013	Actual-1000A-ROYALTY FEE		1,126.10	0.00	145.81	1,271.91
	42560511	06/29/2013	5718A-HughesNet VPN		105.00	10.24	14.94	130.18
				Sub Total:	2,501.18	54.12	331.50	2,886.80
JUL-2013	26279375	07/21/2013	WYNREWARDS 5%		263.27	0.00	31.20	294.47
	42610622	07/30/2013	Actual-1000A-ROYALTY FEE		1,137.05	0.00	129.62	1,266.67
	42589796	07/30/2013	5718A-HughesNet VPN		105.00	10.24	13.15	128.39
	42585466	07/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	56.32	550.20
	42610623	07/30/2013	Actual-1215A-ADVERTISING		682.23	0.00	77.75	759.98
				Sub Total:	2,637.55	54.12	308.04	2,999.71
AUG-2013	26283200	08/21/2013	WYNREWARDS 5%		353.22	0.00	36.37	389.59
	30828772	08/21/2013	On Site Fee		100.00	0.00	10.60	110.60
	1398826	08/22/2013	GDS & INTERNET BKGS		6.25	0.00	0.65	6.90
	42623702	08/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	48.66	542.54
	42636022	08/30/2013	Actual-1000A-ROYALTY FEE		1,220.49	0.00	120.23	1,340.72
	42636132	08/30/2013	Actual-1215A-ADVERTISING		732.29	0.00	72.12	804.41
	42621763	08/30/2013	5718A-HughesNet VPN		105.00	10.24	11.36	126.60
				Sub Total:	2,967.25	54.12	299.99	3,321.36
SEP-2013	30839181	09/16/2013	SUPER8 TRAINING		170.00	16.58	16.79	203.37
	26286689	09/21/2013	WYNREWARDS 5%		377.97	0.00	33.08	411.05
	42651034	09/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	41.25	535.13
	42665302	09/29/2013	Actual-1000A-ROYALTY FEE		1,357.02	0.00	113.31	1,470.33
	42665301	09/29/2013	Actual-1215A-ADVERTISING		814.21	0.00	67.98	882.19
	42652751	09/29/2013	5718A-HughesNet VPN		105.00	10.24	9.63	124.87
				Sub Total:	3,274.20	70.70	282.04	3,626.94
OCT-2013	26290747	10/21/2013	WYNREWARDS 5%		387.15	0.00	28.07	415.22

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	TA0417247	10/24/2013	T/A COMMISSIONS		14.16	0.00	1.01	15.17
	42675122	10/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	33.59	527.47
	42673801	10/30/2013	5718A-HughesNet VPN		105.00	10.24	7.84	123.08
	42695167	10/30/2013	Actual-1000A-ROYALTY FEE		1,030.37	0.00	70.07	1,100.44
	42695259	10/30/2013	Actual-1215A-ADVERTISING		618.22	0.00	42.04	660.26
				Sub Total:	2,604.90	54.12	182.62	2,841.64
NOV-2013	26294790	11/21/2013	WYNREWARDS 5%		302.14	0.00	17.22	319.36
	42724788	11/29/2013	Actual-1215A-ADVERTISING		602.13	0.00	31.91	634.04
	42701191	11/29/2013	5718A-HughesNet VPN		105.00	10.24	6.11	121.35
	42724787	11/29/2013	Actual-1000A-ROYALTY FEE		1,003.56	0.00	53.20	1,056.76
	42701747	11/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	26.18	520.06
				Sub Total:	2,462.83	54.12	134.62	2,651.57
DEC-2013	26298278	12/21/2013	WYNREWARDS 5%		89.64	0.00	3.76	93.40
	42740960	12/30/2013	Actual-1000A-ROYALTY FEE		860.92	0.00	32.28	893.20
	42740961	12/30/2013	Actual-1215A-ADVERTISING		516.55	0.00	19.37	535.92
	42730881	12/30/2013	5718A-HughesNet VPN		105.00	10.24	4.32	119.56
	42731158	12/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	18.52	512.40
				Sub Total:	2,022.11	54.12	78.25	2,154.48
JAN-2014	26301836	01/21/2014	WYNREWARDS 5%		148.10	0.00	3.93	152.03
	42759480	01/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	10.87	504.75
	42785786	01/30/2014	Actual-1000A-ROYALTY FEE		629.34	0.00	13.84	643.18
	42785787	01/30/2014	Actual-1215A-ADVERTISING		377.61	0.00	8.30	385.91
	42759781	01/30/2014	5718A-HughesNet VPN		105.00	10.24	2.54	117.78
				Sub Total:	1,710.05	54.12	39.48	1,803.65
FEB-2014	30886994	02/13/2014	AHLA FEE		80.00	0.00	0.00	80.00
	26308691	02/21/2014	WYNREWARDS 5%		182.53	0.00	2.01	184.54
	42813336	02/27/2014	Actual-1215A-ADVERTISING		543.24	0.00	4.35	547.59
	42813335	02/27/2014	Actual-1000A-ROYALTY FEE		905.41	0.00	7.24	912.65
	42796223	02/27/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	3.95	497.83
	42796765	02/27/2014	5718A-HughesNet VPN		105.00	10.24	0.92	116.16
				Sub Total:	2,266.18	54.12	18.47	2,338.77
MAR-2014	26309756	03/21/2014	WYNREWARDS 5%		120.47	0.00	0.00	120.47
	42841596	03/30/2014	Actual-1215A-ADVERTISING		625.78	0.00	0.00	625.78
	42841595	03/30/2014	Actual-1000A-ROYALTY FEE		1,042.97	0.00	0.00	1,042.97
	42824087	03/30/2014	5718A-HughesNet VPN		105.00	10.24	0.00	115.24
	42825555	03/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	0.00	493.88
				Sub Total:	2,344.22	54.12	0.00	2,398.34
				Grand Total:	63,892.39	1,164.81	11,546.34	76,603.54

Requested By: Patrick Yeu

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

Shipment Receipt

Transaction Date: 18 Apr 2014 **Tracking Number:** 1Z22445X0293337271

1 Address Information

Ship To:	Ship From:	Return Address:
Ripley Motel, LLC	Wyndham Hotel Group - 22 Sylvan	Wyndham Hotel Group - 22 Sylvan
Hal Hunter	Patrick Yeu	Patrick Yeu
545 Virginia	22 Sylvan Way	22 Sylvan Way
NEW MADRID MO 638691753	Parsippany NJ 07054	Parsippany NJ 07054
	Telephone:973-753-7831	Telephone:973-753-7831

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696 Reference # 2 - Reference # 3 -

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Tuesday, Apr 22, 2014
Shipping Fees Subtotal:	20.09 USD
Transportation	15.85 USD
Fuel Surcharge	1.99 USD
Delivery Area Surcharge- Extended Package 1	2.25 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	20.09 USD
Negotiated Total:	8.28 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT H

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

June 16, 2014

VIA 2 DAY DELIVERY METHOD

Mr. Hal Hunter
Ripley Motel, LLC
545 Virginia
New Madrid, MO 63869

Re: **NOTICE OF CONTINUING MONETARY DEFAULT relating to Super 8® System Unit #12398-87842-01 located in Ripley, TN (the "Facility")**

Dear Mr. Hunter:

I write on behalf of Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated June 11, 1999, as amended, between Ripley Motel, LLC, ("you" or "your") and us (the "Agreement"). You will recall that, on June 26, 2013, October 30, 2013, January 16, 2014 and April 18, 2014, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within thirty (30) days. However, you did not cure your defaults within the time permitted.

Your failure to cure your defaults within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of thirty (30) days from the date of this letter to cure your default. Please be advised that as of June 12, 2014, your account is now past due in the amount of **$83,407.36**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this Notice, we are also informing your Guarantors of your default.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Suzanne Fenimore
Senior Director
Contracts Compliance

Enclosure

cc: Gene E. Huegerich (Guarantor)
Thomas J. Wieland (Guarantor)
John Valletta
Mona Christian
Michael Piccola
Joe Maida

ITEMIZED STATEMENT

Report Date: 12-Jun-2014

As of Date (DD-MMM-YYYY) : 12-Jun-2014
Customer No : 12398-87842-01-SUP
Category Set :
Category Group :
Group No :
Bankruptcy : No Bankruptcy Sites
Disputed : No
Finance Charges Included : Yes

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW
MADRID,MO,63869-1753,US
As of Date : 12-Jun-2014

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
MAR-2012	30673456	03/15/2012	GLOBAL CONFERENCE		100.00	0.00	25.90	125.90
	26225694	03/22/2012	WYNREWARDS 5%		131.06	0.00	33.55	164.61
	42096454	03/31/2012	5625A-PRM SUPPORT		93.71	0.00	31.61	125.32
	42096178	03/31/2012	5718A-HughesNet VPN		105.00	10.24	29.02	144.26
	42112891	03/31/2012	Actual-1000A-ROYALTY FEE		1,109.30	0.00	413.16	1,522.46
	42113823	03/31/2012	Actual-1215A-ADVERTISING		665.58	0.00	247.95	913.53
				Sub Total:	2,204.65	10.24	781.19	2,996.08
APR-2012	TM0280481	04/09/2012	MEMBER BENEFIT COMM		26.34	0.00	9.76	36.10
	TA0280481	04/09/2012	T/A COMMISSIONS		23.20	0.00	8.55	31.75
	1280481	04/09/2012	GDS & INTERNET BKGS		31.70	0.00	11.68	43.38
	TC0280481	04/09/2012	T/A COMM SERVICE CHG		3.71	0.00	1.43	5.14
	26231059	04/22/2012	WYNREWARDS 5%		168.16	0.00	60.81	228.97
	TC0285735	04/25/2012	T/A COMM SERVICE CHG		2.67	0.00	0.95	3.62
	TA0285735	04/25/2012	T/A COMMISSIONS		21.38	0.00	7.67	29.03
	1285735	04/25/2012	GDS & INTERNET BKGS		29.70	0.00	10.73	40.43
	TR0285735	04/25/2012	TMC / CONSORTIA		2.90	0.00	0.95	3.85
	42124769	04/30/2012	5718A-HughesNet VPN		105.00	10.24	41.25	156.49
	42123734	04/30/2012	5625A-PRM SUPPORT		93.71	0.00	33.50	127.21
	42148761	04/30/2012	Actual-1215A-ADVERTISING		624.06	0.00	223.06	847.12
	42147895	04/30/2012	Actual-1000A-ROYALTY FEE		1,040.10	0.00	371.80	1,411.90
				Sub Total:	2,172.61	10.24	782.14	2,964.99
MAY-2012	26232852	05/22/2012	WYNREWARDS 5%		170.19	0.00	58.97	229.16
	1292995	05/25/2012	GDS & INTERNET BKGS		5.95	0.00	2.02	7.97
	42174523	05/31/2012	Actual-1000A-ROYALTY FEE		1,307.02	0.00	447.05	1,754.07
	42164683	05/31/2012	5718A-HughesNet VPN		105.00	10.24	39.46	154.70
	42164725	05/31/2012	5625A-PRM SUPPORT		93.71	0.00	32.04	125.75
	42176278	05/31/2012	Actual-1215A-ADVERTISING		784.21	0.00	268.24	1,052.45
				Sub Total:	2,466.08	10.24	847.78	3,324.10

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JUN-2012	26235756	06/22/2012	WYNREWARDS 5%		243.92	0.00	80.73	324.65
	42212087	06/30/2012	Actual-1000A-ROYALTY FEE		1,300.09	0.00	425.10	1,725.19
	42212845	06/30/2012	Actual-1215A-ADVERTISING		780.06	0.00	255.06	1,035.12
	42195127	06/30/2012	5718A-HughesNet VPN		105.00	10.24	37.73	152.97
	42195526	06/30/2012	5625A-PRM SUPPORT		93.71	0.00	30.64	124.35
				Sub Total:	2,522.78	10.24	829.26	3,362.28
JUL-2012	26240944	07/22/2012	WYNREWARDS 5%		175.36	0.00	55.44	230.80
	42220637	07/30/2012	5625A-PRM SUPPORT		93.71	0.00	29.24	122.95
	42220038	07/30/2012	5718A-HughesNet VPN		105.00	10.24	36.00	151.24
	42237557	07/31/2012	Actual-1000A-ROYALTY FEE		1,566.69	0.00	487.97	2,054.66
	42236542	07/31/2012	Actual-1215A-ADVERTISING		940.01	0.00	292.81	1,232.82
				Sub Total:	2,880.77	10.24	901.46	3,792.47
AUG-2012	26243278	08/22/2012	WYNREWARDS 5%		354.93	0.00	106.62	461.55
	1312382	08/24/2012	GDS & INTERNET BKGS		5.25	0.00	1.56	6.81
	42256819	08/31/2012	5718A-HughesNet VPN		105.00	10.24	34.15	149.39
	42270443	08/31/2012	Actual-1000A-ROYALTY FEE		1,455.47	0.00	430.82	1,886.29
	42271921	08/31/2012	Actual-1215A-ADVERTISING		873.28	0.00	258.55	1,131.83
	42256594	08/31/2012	5034A-WYNGUEST SUBSCRIPTION		450.[illegible]	43.88	146.24	640.12
				Sub Total:	3,243.93	54.12	977.94	4,275.99
SEP-2012	26247404	09/22/2012	WYNREWARDS 5%		155.52	0.00	44.31	199.83
	42305547	09/30/2012	Actual-1215A-ADVERTISING		919.55	0.00	258.34	1,177.89
	42303779	09/30/2012	Actual-1000A-ROYALTY FEE		1,532.58	0.00	430.62	1,963.20
	42284989	09/30/2012	5718A-HughesNet VPN		105.00	10.24	32.42	147.66
	42286546	09/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	138.83	632.71
				Sub Total:	3,162.65	54.12	904.52	4,121.29
OCT-2012	30723046	10/02/2012	SUPER8 TRAINING		150.00	14.63	46.07	210.70
	26250020	10/22/2012	WYNREWARDS 5%		306.45	0.00	82.76	389.21
	42319880	10/31/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	131.17	625.05
	42332422	10/31/2012	Actual-1215A-ADVERTISING		735.37	0.00	195.27	930.64
	42319104	10/31/2012	5718A-HughesNet VPN		105.00	10.24	30.63	145.87
	42332027	10/31/2012	Actual-1000A-ROYALTY FEE		1,225.62	0.00	325.41	1,551.03
				Sub Total:	2,972.44	68.75	811.31	3,852.50
NOV-2012	TA0331224	11/19/2012	T/A COMMISSIONS		5.51	0.00	1.44	6.95
	TM0331224	11/19/2012	MEMBER BENEFIT COMM		8.87	0.00	2.27	11.14
	1331224	11/19/2012	GDS & INTERNET BKGS		27.25	0.00	6.96	34.21
	26254005	11/22/2012	WYNREWARDS 5%		238.70	0.00	60.74	299.44
	26253058	11/22/2012	WYNREWARDS CRDT		-236.84	0.00	0.00	-236.84
	42347212	11/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	123.76	617.64
	42345832	11/30/2012	5718A-HughesNet VPN		105.00	10.24	28.90	144.14

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	42363080	11/30/2012	Actual-1000A-ROYALTY FEE		1,072.2[illegible]	0.00	268.58	1,340.90
	42365178	11/30/2012	Actual-1215A-ADVERTISING		643.39	0.00	161.15	804.54
				Sub Total:	2,314.20	54.12	653.80	3,022.12
DEC-2012	TM0342886	12/19/2012	MEMBER BENEFIT COMM		4.64	0.00	1.09	5.73
	TA0342886	12/19/2012	T/A COMMISSIONS		63.71	0.00	15.39	79.10
	TR0342886	12/19/2012	TMC / CONSORTIA		17.43	0.00	4.18	21.61
	TC0342886	12/19/2012	T/A COMM SERVICE CHG		5.12	0.00	1.25	6.37
	1342886	12/19/2012	GDS & INTERNET BKGS		23.00	0.00	5.59	28.59
	26257845	12/22/2012	WYNREWARDS 5%		220.17	0.00	52.69	272.86
	26256294	12/22/2012	WYNREWARDS CRDT		-34.03	0.00	0.00	-34.03
	42395697	12/31/2012	Actual-1215A-ADVERTISING		524.82	0.00	123.29	648.11
	42380903	12/31/2012	5718A-HughesNet VPN		105.00	10.24	27.11	142.35
	42382545	12/31/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	116.10	609.98
	42396174	12/31/2012	Actual-1000A-ROYALTY FEE		874.71	0.00	205.58	1,080.29
				Sub Total:	2,254.57	54.12	552.27	2,860.96
JAN-2013	26261686	01/22/2013	WYNREWARDS CRDT		-102.69	0.00	0.00	-102.69
	26260508	01/22/2013	WYNREWARDS 5%		195.47	0.00	43.78	239.25
	1350426	01/25/2013	GDS & INTERNET BKGS		15.75	0.00	3.49	19.24
	42401904	01/31/2013	5718A-HughesNet VPN		105.00	10.24	25.33	140.57
	42425690	01/31/2013	Actual-1215A-ADVERTISING		394.74	0.00	86.66	481.40
	42401935	01/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	108.45	602.33
	42425062	01/31/2013	Actual-1000A-ROYALTY FEE		657.89	0.00	144.44	802.33
				Sub Total:	1,716.16	54.12	412.15	2,182.43
FEB-2013	10658622	02/21/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	33.44	193.44
	10658624	02/21/2013	GUEST SATISFACTION		30.00	0.00	6.31	36.31
	26263946	02/22/2013	WYNREWARDS 5%		149.57	0.00	31.18	180.75
	42442218	02/28/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	101.53	595.41
	42442002	02/28/2013	5718A-HughesNet VPN		105.00	10.24	23.71	138.95
	42455233	02/28/2013	Actual-1000A-ROYALTY FEE		918.80	0.00	188.79	1,107.59
	42455330	02/28/2013	Actual-1215A-ADVERTISING		551.28	0.00	113.26	664.54
				Sub Total:	2,364.65	54.12	498.22	2,916.99
MAR-2013	26265854	03/22/2013	WYNREWARDS 5%		129.56	0.00	25.19	154.75
	42471491	03/31/2013	5718A-HughesNet VPN		105.00	10.24	21.92	137.16
	42488644	03/31/2013	Actual-1215A-ADVERTISING		684.81	0.00	130.08	814.89
	42488643	03/31/2013	Actual-1000A-ROYALTY FEE		1,141.35	0.00	216.85	1,358.20
	42473216	03/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	93.87	587.75
				Sub Total:	2,510.72	54.12	487.91	3,052.75
APR-2013	30783448	04/05/2013	GLOBAL CONFERENCE		1,049.00	0.00	126.95	1,175.95
	26271303	04/22/2013	WYNREWARDS 5%		198.68	0.00	35.56	234.24
	42503218	04/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	86.46	580.34

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	42517976	04/30/2013	Actual-1000A-ROYALTY FEE		1,138.34	0.00	199.21	1,337.55
	42517977	04/30/2013	Actual-1215A-ADVERTISING		683.01	0.00	119.56	802.57
	42501710	04/30/2013	5718A-HughesNet VPN		105.00	10.24	20.19	135.43
				Sub Total:	3,624.03	54.12	587.93	4,266.08
MAY-2013	26273207	05/22/2013	WYNREWARDS 5%		249.85	0.00	40.97	290.82
	42525184	05/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	78.80	572.68
	42547566	05/31/2013	Actual-1215A-ADVERTISING		707.56	0.00	112.87	820.43
	42524437	05/31/2013	5718A-HughesNet VPN		105.00	10.24	18.40	133.64
	42547489	05/31/2013	Actual-1000A-ROYALTY FEE		1,179.27	0.00	188.10	1,367.37
				Sub Total:	2,691.68	54.12	439.14	3,184.94
JUN-2013	26279175	06/22/2013	WYNREWARDS 5%		144.42	0.00	21.46	165.88
	42576197	06/30/2013	Actual-1215A-ADVERTISING		675.66	0.00	97.61	773.27
	42558785	06/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	71.39	565.27
	42576445	06/30/2013	Actual-1000A-ROYALTY FEE		1,126.10	0.00	162.70	1,288.80
	42560511	06/30/2013	5718A-HughesNet VPN		105.00	10.24	16.67	131.91
				Sub Total:	2,501.18	54.12	369.83	2,925.13
JUL-2013	26279375	07/22/2013	WYNREWARDS 5%		263.27	0.00	35.15	298.42
	42610622	07/31/2013	Actual-1000A-ROYALTY FEE		1,137.05	0.00	146.68	1,283.73
	42589796	07/31/2013	5718A-HughesNet VPN		105.00	10.24	14.88	130.12
	42585466	07/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	63.73	557.61
	42610623	07/31/2013	Actual-1215A-ADVERTISING		682.23	0.00	87.98	770.21
				Sub Total:	2,637.55	54.12	348.42	3,040.09
AUG-2013	26283200	08/22/2013	WYNREWARDS 5%		353.22	0.00	41.67	394.89
	30828772	08/22/2013	On Site Fee		100.00	0.00	12.10	112.10
	1398826	08/23/2013	GDS & INTERNET BKGS		6.25	0.00	0.74	6.99
	42623702	08/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	56.07	549.95
	42636022	08/31/2013	Actual-1000A-ROYALTY FEE		1,220.49	0.00	138.54	1,359.03
	42636132	08/31/2013	Actual-1215A-ADVERTISING		732.29	0.00	83.10	815.39
	42621763	08/31/2013	5718A-HughesNet VPN		105.00	10.24	13.09	128.33
				Sub Total:	2,967.25	54.12	345.31	3,366.68
SEP-2013	30839181	09/17/2013	SUPER8 TRAINING		170.00	16.58	19.59	206.17
	26286689	09/22/2013	WYNREWARDS 5%		377.97	0.00	38.75	416.72
	42651034	09/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	48.66	542.54
	42665302	09/30/2013	Actual-1000A-ROYALTY FEE		1,357.02	0.00	133.67	1,490.69
	42665301	09/30/2013	Actual-1215A-ADVERTISING		814.21	0.00	80.19	894.40
	42652751	09/30/2013	5718A-HughesNet VPN		105.00	10.24	11.36	126.60
				Sub Total:	3,274.20	70.70	332.22	3,677.12
OCT-2013	26290747	10/22/2013	WYNREWARDS 5%		387.15	0.00	33.88	421.03

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	TA0417247	10/25/2013	T/A COMMISSIONS		14.16	0.00	1.22	15.38
	42675122	10/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	41.00	534.88
	42673801	10/31/2013	5718A-HughesNet VPN		105.00	10.24	9.57	124.81
	42695167	10/31/2013	Actual-1000A-ROYALTY FEE		1,030.37	0.00	85.53	1,115.90
	42695259	10/31/2013	Actual-1215A-ADVERTISING		618.22	0.00	51.31	669.53
				Sub Total:	2,604.90	54.12	222.51	2,881.53
NOV-2013	26294790	11/22/2013	WYNREWARDS 5%		302.14	0.00	21.75	323.89
	42724788	11/30/2013	Actual-1215A-ADVERTISING		602.13	0.00	40.94	643.07
	42701191	11/30/2013	5718A-HughesNet VPN		105.00	10.24	7.84	123.08
	42724787	11/30/2013	Actual-1000A-ROYALTY FEE		1,003.56	0.00	68.25	1,071.81
	42701747	11/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	33.59	527.47
				Sub Total:	2,462.83	54.12	172.37	2,689.32
DEC-2013	26298278	12/22/2013	WYNREWARDS 5%		89.64	0.00	5.10	94.74
	42740860	12/31/2013	Actual-1000A-ROYALTY FEE		860.92	0.00	45.19	906.11
	42740861	12/31/2013	Actual-1215A-ADVERTISING		516.55	0.00	27.12	543.67
	42730881	12/31/2013	5718A-HughesNet VPN		105.00	10.24	6.05	121.29
	42731158	12/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	25.93	519.81
				Sub Total:	2,022.11	54.12	109.39	2,185.62
JAN-2014	26301836	01/22/2014	WYNREWARDS 5%		148.10	0.00	6.15	154.25
	42759480	01/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	18.28	512.16
	42759781	01/31/2014	5718A-HughesNet VPN		105.00	10.24	4.27	119.51
	42785786	01/31/2014	Actual-1000A-ROYALTY FEE		629.34	0.00	23.28	652.62
	42785787	01/31/2014	Actual-1215A-ADVERTISING		377.61	0.00	13.96	391.57
				Sub Total:	1,710.05	54.12	65.94	1,830.11
FEB-2014	30886994	02/14/2014	AHLA FEE		80.00	0.00	0.00	80.00
	26308691	02/22/2014	WYNREWARDS 5%		182.53	0.00	4.75	187.28
	42813336	02/28/2014	Actual-1215A-ADVERTISING		543.24	0.00	12.50	555.74
	42813335	02/28/2014	Actual-1000A-ROYALTY FEE		905.41	0.00	20.82	926.23
	42796765	02/28/2014	5718A-HughesNet VPN		105.00	10.24	2.65	117.89
	42796223	02/28/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	11.36	505.24
				Sub Total:	2,266.18	54.12	52.08	2,372.38
MAR-2014	26309756	03/22/2014	WYNREWARDS 5%		120.4[illegible]	0.00	1.45	121.92
	42824087	03/31/2014	5718A-HughesNet VPN		105.00	10.24	0.86	116.10
	42841595	03/31/2014	Actual-1000A-ROYALTY FEE		1,042.97	0.00	7.82	1,050.79
	42825555	03/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	3.70	497.58
	42841596	03/31/2014	Actual-1215A-ADVERTISING		625.78	0.00	4.69	630.47
				Sub Total:	2,344.22	54.12	18.52	2,416.86
APR-2014	26315953	04/22/2014	WYNREWARDS 5%		260.66	0.00	0.00	260.66

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	42871905	04/30/2014	Actual-1215A-ADVERTISING		682.57	0.00	0.00	682.57
	42871889	04/30/2014	Actual-1000A-ROYALTY FEE		1,137.62	0.00	0.00	1,137.62
	42852592	04/30/2014	5718A-HughesNet VPN		105.00	10.24	0.00	115.24
	42853736	04/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	0.00	493.88
				Sub Total:	2,635.85	54.12	0.00	2,689.97
MAY-2014	26320531	05/22/2014	WYNREWARDS 5%		376.50	0.00	0.00	376.50
	42898597	05/31/2014	Accrual-1000A-ROYALTY FEE	*	1,356.85	0.00	0.00	1,356.85
	42898598	05/31/2014	Accrual-1215A-ADVERTISING	*	814.11	0.00	0.00	814.11
	42881796	05/31/2014	5718A-HughesNet VPN		105.00	10.24	0.00	115.24
	42882701	05/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	0.00	493.88
				Sub Total:	3,102.46	54.12	0.00	3,156.58
				Grand Total:	69,630.70	1,273.05	12,503.61	83,407.36

Requested By: Yelena Danishevsky

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

Shipment Receipt

Transaction Date: 16 Jun 2014 **Tracking Number:** 1Z22445X0294503795

1 Address Information

Ship To:	Ship From:	Return Address:
Ripley Motel Llc Hal Hunter III Super 8 545 Virginia St. NEW MADRID MO 638691763 Telephone:(573) 748-5588	Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7238	Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7238

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 008-1698 Reference # 2 - Reference # 3 -

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Wednesday, Jun 18, 2014
Shipping Fees Subtotal:	20.00 USD
Transportation	15.85 USD
Fuel Surcharge	1.90 USD
Delivery Area Surcharge- Extended Package 1	2.25 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	20.00 USD
Negotiated Total:	9.25 USD

Note: Your invoice may vary from the displayed reference rates.
* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT I

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

October 31, 2014

VIA 2 DAY DELIVERY METHOD

Mr. Hal Hunter
Ripley Motel, LLC
545 Virginia
New Madrid, MO 63869

Re: **NOTICE OF CONTINUING MONETARY DEFAULT relating to Super 8® System Unit #12398-87842-01 located in Ripley, TN (the "Facility")**

Dear Mr. Hunter:

I write on behalf of Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated June 11, 1999, as amended, between Ripley Motel, LLC, ("you" or "your") and us (the "Agreement"). You will recall that, on June 26, 2013, October 30, 2013, January 16, 2014, April 18, 2014 and June 16, 2014, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within thirty (30) days. However, you did not cure your defaults within the time permitted.

Your failure to cure your defaults within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of thirty (30) days from the date of this letter to cure your default. Please be advised that as of October 30, 2014, your account is now past due in the amount of **$97,070.02**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this Notice, we are also informing your Guarantors of your default.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Suzanne Fenimore
Senior Director
Contracts Compliance

Enclosure

cc: Gene E. Huegerich (Guarantor)
Thomas J. Wieland (Guarantor)
John Valletta
Mona Christian
Michael Piccola
Joe Maida

ITEMIZED STATEMENT

Report Date: 30-Oct-2014

As of Date (DD-MMM-YYYY) : 30-Oct-2014
Customer No : 12398-87842-01-SUP
Category Set :
Category Group :
Group No :
Bankruptcy : No Bankruptcy Sites
Disputed : No
Finance Charges Included : Yes

Customer No : 12398-87842-01-SUP
Address : 545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date : 30-Oct-2014

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
MAR-2012	30673456	03/15/2012	GLOBAL CONFERENCE		100.00	0.00	28.95	128.95
	42113823	03/31/2012	Actual-1215A-ADVERTISING		665.58	0.00	297.20	962.78
				Sub Total:	765.58	0.00	326.15	1,091.73
APR-2012	42148761	04/30/2012	Actual-1215A-ADVERTISING		624.06	0.00	269.23	893.29
				Sub Total:	624.06	0.00	269.23	893.29
MAY-2012	1292995	05/25/2012	GDS & INTERNET BKGS		5.95	0.00	2.46	8.41
	26232852	05/22/2012	WYNREWARDS 5%		170.19	0.00	71.56	241.75
	42164683	05/31/2012	5718A-HughesNet VPN		105.00	10.24	48.00	163.24
	42164725	05/31/2012	5625A-PRM SUPPORT		93.71	0.00	38.98	132.69
	42176278	05/31/2012	Actual-1215A-ADVERTISING		784.21	0.00	326.27	1,110.48
				Sub Total:	1,159.06	10.24	487.27	1,656.57
JUN-2012	26235756	06/22/2012	WYNREWARDS 5%		243.92	0.00	98.78	342.70
	42195127	06/30/2012	5718A-HughesNet VPN		105.00	10.24	46.27	161.51
	42195526	06/30/2012	5625A-PRM SUPPORT		93.71	0.00	37.58	131.29
	42212087	06/30/2012	Actual-1000A-ROYALTY FEE		1,300.09	0.00	521.30	1,821.39
	42212845	06/30/2012	Actual-1215A-ADVERTISING		780.06	0.00	312.78	1,092.84
				Sub Total:	2,522.78	10.24	1,016.71	3,549.73
JUL-2012	26240944	07/22/2012	WYNREWARDS 5%		175.36	0.00	68.42	243.78
	42220038	07/30/2012	5718A-HughesNet VPN		105.00	10.24	44.54	159.78
	42220637	07/30/2012	5625A-PRM SUPPORT		93.71	0.00	36.18	129.89
	42236542	07/31/2012	Actual-1215A-ADVERTISING		940.01	0.00	362.37	1,302.38
	42237557	07/31/2012	Actual-1000A-ROYALTY FEE		1,566.69	0.00	603.90	2,170.59

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	2,880.77	10.24	1,115.41	4,006.42
AUG-2012	1312382	08/24/2012	GDS & INTERNET BKGS		5.25	0.00	1.95	7.20
	26243278	08/22/2012	WYNREWARDS 5%		354.93	0.00	132.87	487.80
	42256594	08/31/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	182.80	676.68
	42256819	08/31/2012	5718A-HughesNet VPN		105.00	10.24	42.69	157.93
	42270443	08/31/2012	Actual-1000A-ROYALTY FEE		1,455.47	0.00	538.52	1,993.99
	42271921	08/31/2012	Actual-1215A-ADVERTISING		873.28	0.00	323.18	1,196.46
				Sub Total:	3,243.93	54.12	1,222.01	4,520.06
SEP-2012	26247404	09/22/2012	WYNREWARDS 5%		155.52	0.00	55.81	211.33
	42284989	09/30/2012	5718A-HughesNet VPN		105.00	10.24	40.96	156.20
	42286546	09/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	175.39	669.27
	42303779	09/30/2012	Actual-1000A-ROYALTY FEE		1,532.58	0.00	544.02	2,076.60
	42305547	09/30/2012	Actual-1215A-ADVERTISING		919.55	0.00	326.37	1,245.92
				Sub Total:	3,162.65	54.12	1,142.55	4,359.32
OCT-2012	26250020	10/22/2012	WYNREWARDS 5%		306.45	0.00	105.44	411.89
	30723046	10/02/2012	SUPER8 TRAINING		150.00	14.63	58.25	222.88
	42319104	10/31/2012	5718A-HughesNet VPN		105.00	10.24	39.17	154.41
	42319880	10/31/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	167.73	661.61
	42332027	10/31/2012	Actual-1000A-ROYALTY FEE		1,225.62	0.00	416.10	1,641.72
	42332422	10/31/2012	Actual-1215A-ADVERTISING		735.37	0.00	249.69	985.06
				Sub Total:	2,972.44	68.75	1,036.38	4,077.57
NOV-2012	1331224	11/19/2012	GDS & INTERNET BKGS		27.25	0.00	8.97	36.22
	26253058	11/22/2012	WYNREWARDS CRDT		-236.84	0.00	0.00	-236.84
	26254005	11/22/2012	WYNREWARDS 5%		238.70	0.00	78.40	317.10
	42345832	11/30/2012	5718A-HughesNet VPN		105.00	10.24	37.44	152.68
	42347212	11/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	160.32	654.20
	42363080	11/30/2012	Actual-1000A-ROYALTY FEE		1,072.32	0.00	347.92	1,420.24
	42365178	11/30/2012	Actual-1215A-ADVERTISING		643.39	0.00	208.75	852.14
	TA0331224	11/19/2012	T/A COMMISSIONS		5.51	0.00	1.85	7.36
	TM0331224	11/19/2012	MEMBER BENEFIT COMM		8.87	0.00	2.93	11.80
				Sub Total:	2,314.20	54.12	846.58	3,214.90
DEC-2012	1342886	12/19/2012	GDS & INTERNET BKGS		23.00	0.00	7.31	30.31
	26256294	12/22/2012	WYNREWARDS CRDT		-34.03	0.00	0.00	-34.03
	26257845	12/22/2012	WYNREWARDS 5%		220.17	0.00	68.97	289.14
	42380903	12/31/2012	5718A-HughesNet VPN		105.00	10.24	35.65	150.89
	42382545	12/31/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	152.66	646.54
	42395697	12/31/2012	Actual-1215A-ADVERTISING		524.82	0.00	162.11	686.93
	42396174	12/31/2012	Actual-1000A-ROYALTY FEE		874.71	0.00	270.31	1,145.02
	TA0342886	12/19/2012	T/A COMMISSIONS		63.71	0.00	20.12	83.83
	TC0342886	12/19/2012	T/A COMM SERVICE CHG		5.12	0.00	1.64	6.76
	TM0342886	12/19/2012	MEMBER BENEFIT COMM		4.64	0.00	1.43	6.07

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	TR0342886	12/19/2012	TMC / CONSORTIA		17.43	0.00	5.47	22.90
				Sub Total:	2,254.57	54.12	725.67	3,034.36
JAN-2013	1350426	01/25/2013	GDS & INTERNET BKGS		15.75	0.00	4.65	20.40
	26260508	01/22/2013	WYNREWARDS 5%		195.47	0.00	58.24	253.71
	26261686	01/22/2013	WYNREWARDS CRDT		-102.69	0.00	0.00	-102.69
	42401904	01/31/2013	5718A-HughesNet VPN		105.00	10.24	33.87	149.11
	42401935	01/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	145.01	638.89
	42425062	01/31/2013	Actual-1000A-ROYALTY FEE		657.89	0.00	193.13	851.02
	42425690	01/31/2013	Actual-1215A-ADVERTISING		394.74	0.00	115.87	510.61
				Sub Total:	1,716.16	54.12	550.77	2,321.05
FEB-2013	10658622	02/21/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	45.28	205.28
	10658624	02/21/2013	GUEST SATISFACTION		30.00	0.00	8.54	38.54
	26263946	02/22/2013	WYNREWARDS 5%		149.57	0.00	42.24	191.81
	42442002	02/28/2013	5718A-HughesNet VPN		105.00	10.24	32.25	147.49
	42442218	02/28/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	138.09	631.97
	42455233	02/28/2013	Actual-1000A-ROYALTY FEE		918.80	0.00	256.77	1,175.57
	42455330	02/28/2013	Actual-1215A-ADVERTISING		551.28	0.00	154.05	705.33
				Sub Total:	2,364.65	54.12	677.22	3,095.99
MAR-2013	26265854	03/22/2013	WYNREWARDS 5%		129.56	0.00	34.77	164.33
	42471491	03/31/2013	5718A-HughesNet VPN		105.00	10.24	30.46	145.70
	42473216	03/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	130.43	624.31
	42488643	03/31/2013	Actual-1000A-ROYALTY FEE		1,141.35	0.00	301.31	1,442.66
	42488644	03/31/2013	Actual-1215A-ADVERTISING		684.81	0.00	180.74	865.55
				Sub Total:	2,510.72	54.12	677.71	3,242.55
APR-2013	26271303	04/22/2013	WYNREWARDS 5%		198.68	0.00	50.26	248.94
	30783448	04/05/2013	GLOBAL CONFERENCE		1,049.00	0.00	204.59	1,253.59
	42501710	04/30/2013	5718A-HughesNet VPN		105.00	10.24	28.73	143.97
	42503218	04/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	123.02	616.90
	42517976	04/30/2013	Actual-1000A-ROYALTY FEE		1,138.34	0.00	283.45	1,421.79
	42517977	04/30/2013	Actual-1215A-ADVERTISING		683.01	0.00	170.12	853.13
				Sub Total:	3,624.03	54.12	860.17	4,538.32
MAY-2013	26273207	05/22/2013	WYNREWARDS 5%		249.85	0.00	59.46	309.31
	42524437	05/31/2013	5718A-HughesNet VPN		105.00	10.24	26.94	142.18
	42525184	05/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	115.36	609.24
	42547489	05/31/2013	Actual-1000A-ROYALTY FEE		1,179.27	0.00	275.37	1,454.64
	42547566	05/31/2013	Actual-1215A-ADVERTISING		707.56	0.00	165.23	872.79
				Sub Total:	2,691.68	54.12	642.36	3,388.16

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JUN-2013	26279175	06/22/2013	WYNREWARDS 5%		144.42	0.00	32.16	176.58
	42558785	06/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	107.95	601.83
	42560511	06/30/2013	5718A-HughesNet VPN		105.00	10.24	25.21	140.45
	42576197	06/30/2013	Actual-1215A-ADVERTISING		675.66	0.00	147.59	823.25
	42576445	06/30/2013	Actual-1000A-ROYALTY FEE		1,126.10	0.00	246.02	1,372.12
				Sub Total:	2,501.18	54.12	558.93	3,114.23
JUL-2013	26279375	07/22/2013	WYNREWARDS 5%		263.27	0.00	54.63	317.90
	42585466	07/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	100.29	594.17
	42589796	07/31/2013	5718A-HughesNet VPN		105.00	10.24	23.42	138.66
	42610622	07/31/2013	Actual-1000A-ROYALTY FEE		1,137.05	0.00	230.82	1,367.87
	42610623	07/31/2013	Actual-1215A-ADVERTISING		682.23	0.00	138.45	820.68
				Sub Total:	2,637.55	54.12	547.61	3,239.28
AUG-2013	1398826	08/23/2013	GDS & INTERNET BKGS		6.25	0.00	1.20	7.45
	26283200	08/22/2013	WYNREWARDS 5%		353.22	0.00	67.80	421.02
	30828772	08/22/2013	On Site Fee		100.00	0.00	19.50	119.50
	42621763	08/31/2013	5718A-HughesNet VPN		105.00	10.24	21.63	136.87
	42623702	08/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	92.63	586.51
	42636022	08/31/2013	Actual-1000A-ROYALTY FEE		1,220.49	0.00	228.87	1,449.36
	42636132	08/31/2013	Actual-1215A-ADVERTISING		732.29	0.00	137.28	869.57
				Sub Total:	2,967.25	54.12	568.91	3,590.28
SEP-2013	26286689	09/22/2013	WYNREWARDS 5%		377.97	0.00	66.72	444.69
	30839181	09/17/2013	SUPER8 TRAINING		170.00	16.58	33.40	219.98
	42651034	09/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	85.22	579.10
	42652751	09/30/2013	5718A-HughesNet VPN		105.00	10.24	19.90	135.14
	42665301	09/30/2013	Actual-1215A-ADVERTISING		814.21	0.00	140.43	954.64
	42665302	09/30/2013	Actual-1000A-ROYALTY FEE		1,357.02	0.00	234.09	1,591.11
				Sub Total:	3,274.20	70.70	579.76	3,924.66
OCT-2013	26290747	10/22/2013	WYNREWARDS 5%		387.15	0.00	62.53	449.68
	42673801	10/31/2013	5718A-HughesNet VPN		105.00	10.24	18.11	133.35
	42675122	10/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	77.56	571.44
	42695167	10/31/2013	Actual-1000A-ROYALTY FEE		1,030.37	0.00	161.78	1,192.15
	42695259	10/31/2013	Actual-1215A-ADVERTISING		618.22	0.00	97.05	715.27
	TA0417247	10/25/2013	T/A COMMISSIONS		14.16	0.00	2.26	16.42
				Sub Total:	2,604.90	54.12	419.29	3,078.31
NOV-2013	26294790	11/22/2013	WYNREWARDS 5%		302.14	0.00	44.10	346.24
	42701191	11/30/2013	5718A-HughesNet VPN		105.00	10.24	16.38	131.62
	42701747	11/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	70.15	564.03
	42724787	11/30/2013	Actual-1000A-ROYALTY FEE		1,003.56	0.00	142.52	1,146.08
	42724788	11/30/2013	Actual-1215A-ADVERTISING		602.13	0.00	85.49	687.62

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	2,462.83	54.12	358.64	2,875.59
DEC-2013	26298278	12/22/2013	WYNREWARDS 5%		89.64	0.00	11.73	101.37
	42730881	12/31/2013	5718A-HughesNet VPN		105.00	10.24	14.59	129.83
	42731158	12/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	62.49	556.37
	42740960	12/31/2013	Actual-1000A-ROYALTY FEE		860.92	0.00	108.88	969.80
	42740961	12/31/2013	Actual-1215A-ADVERTISING		516.55	0.00	65.36	581.91
				Sub Total:	2,022.11	54.12	263.05	2,339.28
JAN-2014	26301836	01/22/2014	WYNREWARDS 5%		148.10	0.00	17.12	165.22
	42759480	01/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	54.84	548.72
	42759781	01/31/2014	5718A-HughesNet VPN		105.00	10.24	12.81	128.05
	42785786	01/31/2014	Actual-1000A-ROYALTY FEE		629.34	0.00	69.84	699.18
	42785787	01/31/2014	Actual-1215A-ADVERTISING		377.61	0.00	41.89	419.50
				Sub Total:	1,710.05	54.12	196.50	1,960.67
FEB-2014	26308691	02/22/2014	WYNREWARDS 5%		182.53	0.00	18.26	200.79
	30886994	02/14/2014	AHLA FEE		80.00	0.00	0.00	80.00
	42796223	02/28/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	47.92	541.80
	42796765	02/28/2014	5718A-HughesNet VPN		105.00	10.24	11.19	126.43
	42813335	02/28/2014	Actual-1000A-ROYALTY FEE		905.41	0.00	87.81	993.22
	42813336	02/28/2014	Actual-1215A-ADVERTISING		543.24	0.00	52.70	595.94
				Sub Total:	2,266.18	54.12	217.88	2,538.18
MAR-2014	26309756	03/22/2014	WYNREWARDS 5%		120.47	0.00	10.38	130.85
	42824087	03/31/2014	5718A-HughesNet VPN		105.00	10.24	9.40	124.64
	42825555	03/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	40.26	534.14
	42841595	03/31/2014	Actual-1000A-ROYALTY FEE		1,042.97	0.00	85.00	1,127.97
	42841596	03/31/2014	Actual-1215A-ADVERTISING		625.78	0.00	51.01	676.79
				Sub Total:	2,344.22	54.12	196.05	2,594.39
APR-2014	26315953	04/22/2014	WYNREWARDS 5%		260.66	0.00	18.38	279.04
	42852592	04/30/2014	5718A-HughesNet VPN		105.00	10.24	7.67	122.91
	42853736	04/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	32.85	526.73
	42871889	04/30/2014	Actual-1000A-ROYALTY FEE		1,137.62	0.00	75.64	1,213.26
	42871905	04/30/2014	Actual-1215A-ADVERTISING		682.57	0.00	45.39	727.96
				Sub Total:	2,635.85	54.12	179.93	2,869.90
MAY-2014	26320531	05/22/2014	WYNREWARDS 5%		376.50	0.00	20.90	397.40
	42881796	05/31/2014	5718A-HughesNet VPN		105.00	10.24	5.88	121.12
	42882701	05/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	25.19	519.07
	42898597	05/31/2014	Actual-1000A-ROYALTY FEE		1,353.25	0.00	69.02	1,422.27
	42898598	05/31/2014	Actual-1215A-ADVERTISING		811.95	0.00	41.42	853.37
				Sub Total:	3,096.70	54.12	162.41	3,313.23

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JUN-2014	26327521	06/22/2014	WYNREWARDS 5%		235.94	0.00	9.44	245.38
	42910117	06/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	17.79	511.67
	42910815	06/30/2014	5718A-HughesNet VPN		105.00	10.24	4.15	119.39
	42927207	06/30/2014	Actual-1000A-ROYALTY FEE		1,164.08	0.00	41.90	1,205.98
	42927208	06/30/2014	Actual-1215A-ADVERTISING		698.45	0.00	25.15	723.60
				Sub Total:	2,653.47	54.12	98.43	2,806.02
JUL-2014	26334698	07/22/2014	WYNREWARDS 5%		546.84	0.00	13.67	560.51
	42938825	07/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	10.13	504.01
	42939667	07/31/2014	5718A-HughesNet VPN		105.00	10.24	2.36	117.60
	42957242	07/31/2014	Actual-1000A-ROYALTY FEE		1,758.33	0.00	36.04	1,794.37
	42957364	07/31/2014	Actual-1215A-ADVERTISING		1,055.00	0.00	21.63	1,076.63
				Sub Total:	3,915.17	54.12	83.83	4,053.12
AUG-2014	26338313	08/22/2014	WYNREWARDS 5%		373.22	0.00	3.55	376.77
	42959267	08/31/2014	5718A-HughesNet VPN		105.00	10.23	0.58	115.81
	42959293	08/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	2.47	496.34
	42968614	08/31/2014	Actual-1000A-ROYALTY FEE		1,517.07	0.00	7.59	1,524.66
	42968624	08/31/2014	Actual-1215A-ADVERTISING		910.24	0.00	4.55	914.79
				Sub Total:	3,355.53	54.10	18.74	3,428.37
SEP-2014	26343116	09/22/2014	WYNREWARDS 5%		489.12	0.00	0.00	489.12
	42986223	09/30/2014	HughesNet VPN:Franchisee;;24953:01-MAR-12:28-FEB-15:		105.00	10.23	0.00	115.23
	42986269	09/30/2014	WYNGUEST SUBSCRIPTION:Franchisee;;24953:01-AUG-12:31-JUL-15:		450.00	43.87	0.00	493.87
	43006497	09/30/2014	Actual-1000A-ROYALTY FEE		1,106.02	0.00	0.00	1,106.02
	43006860	09/30/2014	Actual-1215A-ADVERTISING		663.61	0.00	0.00	663.61
				Sub Total:	2,813.75	54.10	0.00	2,867.85
OCT-2014	26350590	10/22/2014	WYNREWARDS 5%		251.07	0.00	0.00	251.07
	30955517	10/10/2014	SUPER8 TRAINING		170.00	16.57	0.00	186.57
	30961648	10/17/2014	GLOBAL CONFERENCE		1,049.00	0.00	0.00	1,049.00
				Sub Total:	1,470.07	16.57	0.00	1,486.64
				Grand Total:	79,538.29	1,485.58	16,046.15	97,070.02

Requested By: Yelena Danishevsky

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

Shipment Receipt

Transaction Date: 31 Oct 2014 Tracking Number: 1Z22445X0296767793

1 Address Information

Ship To:
Ripley Motel Llc
Hal Hunter Iii
Super 8
545 Virginia St.
NEW MADRID MO 638691753
Telephone:(573) 748-5586

Ship From:
Wyndham Hotel Group - 22 Sylvan
Elena Danishevsky
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-7236

Return Address:
Wyndham Hotel Group - 22 Sylvan
Elena Danishevsky
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-7236

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Tuesday, Nov 4, 2014
Shipping Fees Subtotal:	19.91 USD
Transportation	15.85 USD
Fuel Surcharge	1.81 USD
Delivery Area Surcharge- Extended Package 1	2.25 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	19.91 USD
Negotiated Total:	9.46 USD

Note: Your invoice may vary from the displayed reference rates.
* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT J

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

February 5, 2015

VIA 2 DAY DELIVERY METHOD

Mr. Hal Hunter
Ripley Motel, LLC
545 Virginia
New Madrid, MO 63869

Re: **NOTICE OF CONTINUING MONETARY DEFAULT relating to Super 8® System Unit #12398-87842-01 located in Ripley, TN (the "Facility")**

Dear Mr. Hunter:

I write on behalf of Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated June 11, 1999, as amended, between Ripley Motel, LLC, ("you" or "your") and us (the "Agreement"). You will recall that, on June 26, 2013, October 30, 2013, January 16, 2014, April 18, 2014, June 16, 2014 and October 31, 2014, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within thirty (30) days. However, you did not cure your defaults within the time permitted.

Your failure to cure your defaults within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of thirty (30) days from the date of this letter to cure your default. Please be advised that as of January 30, 2015, your account is now past due in the amount of **$107,282.81**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this Notice, we are also informing your Guarantors of your default.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Suzanne Fenimore
Senior Director
Contracts Compliance

Enclosure

cc: Gene E. Huegerich (Guarantor)
Thomas J. Wieland (Guarantor)
Mike Mueller
Mona Christian
Michael Piccola
Joe Maida

ITEMIZED STATEMENT

Report Date: 30-Jan-2015

As of Date (DD-MMM-YYYY)	:	30-Jan-2015
Customer No	:	12398-87842-01-SUP
Category Set	:	
Category Group	:	
Group No	:	
Bankruptcy	:	No Bankruptcy Sites
Disputed	:	No
Finance Charges Included	:	Yes
Customer No	:	12398-87842-01-SUP
Address	:	545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date	:	30-Jan-2015

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
MAR-2012	30673456	03/15/2012	GLOBAL CONFERENCE		100.00	0.00	30.60	130.60
	42113823	03/31/2012	Actual-1215A-ADVERTISING		665.58	0.00	319.75	985.33
				Sub Total:	765.58	0.00	350.35	1,115.93
APR-2012	42148761	04/30/2012	Actual-1215A-ADVERTISING		624.06	0.00	297.94	922.00
				Sub Total:	624.06	0.00	297.94	922.00
MAY-2012	1292995	05/25/2012	GDS & INTERNET BKGS		5.95	0.00	2.73	8.68
	26232852	05/22/2012	WYNREWARDS 5%		170.19	0.00	79.39	249.58
	42164683	05/31/2012	5718A-HughesNet VPN		105.00	10.24	53.30	168.54
	42164725	05/31/2012	5625A-PRM SUPPORT		93.71	0.00	43.29	137.00
	42176278	05/31/2012	Actual-1215A-ADVERTISING		784.21	0.00	362.35	1,146.56
				Sub Total:	1,159.06	10.24	541.06	1,710.36
JUN-2012	26235756	06/22/2012	WYNREWARDS 5%		243.92	0.00	109.99	353.91
	42195127	06/30/2012	5718A-HughesNet VPN		105.00	10.24	51.57	166.81
	42195526	06/30/2012	5625A-PRM SUPPORT		93.71	0.00	41.89	135.60
	42212087	06/30/2012	Actual-1000A-ROYALTY FEE		[illegible]	0.00	581.10	1,881.19
	42212845	06/30/2012	Actual-1215A-ADVERTISING		780.06	0.00	348.66	1,128.72
				Sub Total:	2,522.78	10.24	1,133.21	3,668.23
JUL-2012	26240944	07/22/2012	WYNREWARDS 5%		175.36	0.00	76.49	251.85
	42220038	07/30/2012	5718A-HughesNet VPN		105.00	10.24	49.84	165.08
	42220637	07/30/2012	5625A-PRM SUPPORT		93.71	0.00	40.49	134.20
	42236542	07/31/2012	Actual-1215A-ADVERTISING		940.01	0.00	405.61	1,345.62
	42237557	07/31/2012	Actual-1000A-ROYALTY FEE		1,566.69	0.00	675.96	2,242.65

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	2,880.77	10.24	1,248.39	4,139.40
AUG-2012	1312382	08/24/2012	GDS & INTERNET BKGS		5.25	0.00	2.19	7.44
	28243278	08/22/2012	WYNREWARDS 5%		354.93	0.00	149.20	504.13
	42256594	08/31/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	205.52	699.40
	42256819	08/31/2012	5718A-HughesNet VPN		105.00	10.24	47.99	163.23
	42270443	08/31/2012	Actual-1000A-ROYALTY FEE		1,455.47	0.00	605.48	2,060.95
	42271921	08/31/2012	Actual-1215A-ADVERTISING		873.28	0.00	363.36	1,236.64
				Sub Total:	3,243.93	54.12	1,373.74	4,671.79
SEP-2012	26247404	09/22/2012	WYNREWARDS 5%		155.52	0.00	62.97	218.49
	42284989	09/30/2012	5718A-HughesNet VPN		105.00	10.24	46.26	161.50
	42286546	09/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	198.11	691.99
	42303779	09/30/2012	Actual-1000A-ROYALTY FEE		1,532.58	0.00	614.52	2,147.10
	42305547	09/30/2012	Actual-1215A-ADVERTISING		919.55	0.00	368.66	1,288.21
				Sub Total:	3,16[illegible]	54.12	1,290.52	4,507.29
OCT-2012	26250020	10/22/2012	WYNREWARDS 5%		306.45	0.00	119.54	425.99
	30723046	10/02/2012	SUPER8 TRAINING		150.00	14.63	65.82	230.45
	42319104	10/31/2012	5718A-HughesNet VPN		105.00	10.24	44.47	159.71
	42319880	10/31/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	190.45	684.33
	42332027	10/31/2012	Actual-1000A-ROYALTY FEE		1,225.62	0.00	472.48	1,698.10
	42332422	10/31/2012	Actual-1215A-ADVERTISING		735.37	0.00	283.52	1,018.89
				Sub Total:	2,972.44	68.75	1,176.28	4,217.47
NOV-2012	1331224	11/19/2012	GDS & INTERNET BKGS		27.25	0.00	10.22	37.47
	26253058	11/22/2012	WYNREWARDS CRDT		-236.84	0.00	0.00	-236.84
	26254005	11/22/2012	WYNREWARDS 5%		238.70	0.00	89.38	328.08
	42345832	11/30/2012	5718A-HughesNet VPN		105.00	10.24	42.74	157.98
	42347212	11/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	183.04	676.92
	42363080	11/30/2012	Actual-1000A-ROYALTY FEE		1,072.32	0.00	397.24	1,469.56
	42365178	11/30/2012	Actual-1215A-ADVERTISING		643.39	0.00	238.35	881.74
	TA0331224	11/19/2012	T/A COMMISSIONS		5.51	0.00	2.11	7.62
	TM0331224	11/19/2012	MEMBER BENEFIT COMM		8.87	0.00	3.34	12.21
				Sub Total:	2,314.20	54.12	966.42	3,334.74
DEC-2012	1342886	12/19/2012	GDS & INTERNET BKGS		23.00	0.00	8.37	31.37
	26256294	12/22/2012	WYNREWARDS CRDT		-34.03	0.00	0.00	-34.03
	26257845	12/22/2012	WYNREWARDS 5%		220.17	0.00	79.09	299.26
	42380903	12/31/2012	5718A-HughesNet VPN		105.00	10.24	40.95	156.19
	42382545	12/31/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	175.38	669.26
	42395697	12/31/2012	Actual-1215A-ADVERTISING		524.82	0.00	186.25	711.07
	42396174	12/31/2012	Actual-1000A-ROYALTY FEE		874.71	0.00	310.55	1,185.26
	TA0342886	12/19/2012	T/A COMMISSIONS		63.71	0.00	23.05	86.76
	TC0342886	12/19/2012	T/A COMM SERVICE CHG		5.12	0.00	1.87	6.99
	TM0342886	12/19/2012	MEMBER BENEFIT COMM		4.64	0.00	1.64	6.28

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	TR0342886	12/19/2012	TMC / CONSORTIA		17.43	0.00	6.27	23.70
				Sub Total:	2,254.57	54.12	833.42	3,142.11
JAN-2013	1350426	01/25/2013	GDS & INTERNET BKGS		15.75	0.00	5.37	21.12
	26260508	01/22/2013	WYNREWARDS 5%		195.47	0.00	67.24	262.71
	26261686	01/22/2013	WYNREWARDS CRDT		-102.69	0.00	0.00	-102.69
	42401904	01/31/2013	5718A-HughesNet VPN		105.00	10.24	39.17	154.41
	42401835	01/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	167.73	661.61
	42425062	01/31/2013	Actual-1000A-ROYALTY FEE		657.89	0.00	223.40	881.29
	42425690	01/31/2013	Actual-1215A-ADVERTISING		394.74	0.00	134.03	528.77
				Sub Total:	1,716.16	54.12	636.94	2,407.22
FEB-2013	10658622	02/21/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	52.64	212.64
	10658624	02/21/2013	GUEST SATISFACTION		30.00	0.00	9.93	39.93
	26263946	02/22/2013	WYNREWARDS 5%		149.57	0.00	49.12	198.69
	42442002	02/28/2013	5718A-HughesNet VPN		105.00	10.24	37.55	152.79
	42442218	02/28/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	160.81	654.69
	42455233	02/28/2013	Actual-1000A-ROYALTY FEE		918.80	0.00	299.03	1,217.83
	42455330	02/28/2013	Actual-1215A-ADVERTISING		551.28	0.00	179.41	730.69
				Sub Total:	2,364.65	54.12	788.49	3,207.26
MAR-2013	26265854	03/22/2013	WYNREWARDS 5%		129.56	0.00	40.73	170.29
	42471491	03/31/2013	5718A-HughesNet VPN		105.00	10.24	35.76	151.00
	42473216	03/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	153.15	647.03
	42488643	03/31/2013	Actual-1000A-ROYALTY FEE		1,141.35	0.00	353.81	1,495.16
	42488644	03/31/2013	Actual-1215A-ADVERTISING		684.81	0.00	212.24	897.05
				Sub Total:	2,510.72	54.12	795.69	3,360.53
APR-2013	26271303	04/22/2013	WYNREWARDS 5%		198.68	0.00	59.40	258.08
	30783448	04/05/2013	GLOBAL CONFERENCE		1,049.00	0.00	252.85	1,301.85
	42501710	04/30/2013	5718A-HughesNet VPN		105.00	10.24	34.03	149.27
	42503218	04/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	145.74	639.62
	42517976	04/30/2013	Actual-1000A-ROYALTY FEE		1,138.34	0.00	335.81	1,474.15
	42517977	04/30/2013	Actual-1215A-ADVERTISING		683.01	0.00	201.54	884.55
				Sub Total:	3,624.03	54.12	1,029.37	4,707.52
MAY-2013	26273207	05/22/2013	WYNREWARDS 5%		249.85	0.00	70.95	320.80
	42524437	05/31/2013	5718A-HughesNet VPN		105.00	10.24	32.24	147.48
	42525184	05/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	138.08	631.96
	42547489	05/31/2013	Actual-1000A-ROYALTY FEE		1,179.27	0.00	329.62	1,508.89
	42547566	05/31/2013	Actual-1215A-ADVERTISING		707.56	0.00	197.78	905.34
				Sub Total:	2,691.68	54.12	768.67	3,514.47

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JUN-2013	26279175	06/22/2013	WYNREWARDS 5%		144.42	0.00	38.80	183.22
	42558785	06/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	130.67	624.55
	42560511	06/30/2013	5718A-HughesNet VPN		105.00	10.24	30.51	145.75
	42576197	06/30/2013	Actual-1215A-ADVERTISING		675.66	0.00	178.67	854.33
	42576445	06/30/2013	Actual-1000A-ROYALTY FEE		1,126.10	0.00	297.82	1,423.92
				Sub Total:	2,501.18	54.12	676.47	3,231.77
JUL-2013	26279375	07/22/2013	WYNREWARDS 5%		263.27	0.00	66.74	330.01
	42585466	07/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	123.01	616.89
	42589796	07/31/2013	5718A-HughesNet VPN		105.00	10.24	28.72	143.96
	42610622	07/31/2013	Actual-1000A-ROYALTY FEE		1,137.05	0.00	283.12	1,420.17
	42610623	07/31/2013	Actual-1215A-ADVERTISING		682.23	0.00	169.83	852.06
				Sub Total:	2,637.55	54.12	671.42	3,363.09
AUG-2013	1398826	08/23/2013	GDS & INTERNET BKGS		6.25	0.00	1.49	7.74
	26283200	08/22/2013	WYNREWARDS 5%		353.22	0.00	84.05	437.27
	30828772	08/22/2013	On Site Fee		100.00	0.00	24.10	124.10
	42621763	08/31/2013	5718A-HughesNet VPN		105.00	10.24	26.93	142.17
	42623702	08/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	115.35	609.23
	42636022	08/31/2013	Actual-1000A-ROYALTY FEE		1,220.49	0.00	285.02	1,505.51
	42636132	08/31/2013	Actual-1215A-ADVERTISING		732.29	0.00	170.96	903.25
				Sub Total:	2,967.25	54.12	707.90	3,729.27
SEP-2013	26286689	09/22/2013	WYNREWARDS 5%		377.97	0.00	84.11	462.08
	30839181	09/17/2013	SUPER8 TRAINING		170.00	16.58	41.98	228.56
	42651034	09/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	107.94	601.82
	42652751	09/30/2013	5718A-HughesNet VPN		105.00	10.24	25.20	140.44
	42665301	09/30/2013	Actual-1215A-ADVERTISING		814.21	0.00	177.88	992.09
	42665302	09/30/2013	Actual-1000A-ROYALTY FEE		1,357.02	0.00	298.51	1,653.53
				Sub Total:	3,274.20	70.70	733.62	4,078.52
OCT-2013	26290747	10/22/2013	WYNREWARDS 5%		387.15	0.00	80.34	467.49
	42673801	10/31/2013	5718A-HughesNet VPN		105.00	10.24	23.41	138.65
	42675122	10/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	100.28	594.16
	42695167	10/31/2013	Actual-1000A-ROYALTY FEE		1,030.37	0.00	209.18	1,239.55
	42695259	10/31/2013	Actual-1215A-ADVERTISING		618.22	0.00	125.49	743.71
	TA0417247	10/25/2013	T/A COMMISSIONS		14.16	0.00	2.91	17.07
				Sub Total:	2,604.90	54.12	541.61	3,200.63
NOV-2013	26294790	11/22/2013	WYNREWARDS 5%		302.14	0.00	58.00	360.14
	42701191	11/30/2013	5718A-HughesNet VPN		105.00	10.24	21.68	136.92
	42701747	11/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	92.87	586.75
	42724787	11/30/2013	Actual-1000A-ROYALTY FEE		1,003.56	0.00	188.69	1,192.25
	42724788	11/30/2013	Actual-1215A-ADVERTISING		602.13	0.00	113.19	715.32

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount - Tax	Finance Charges	Total
				Sub Total:	2,462.83	54.12	474.43	2,991.38
DEC-2013	26298278	12/22/2013	WYNREWARDS 5%		89.64	0.00	15.85	105.49
	42730881	12/31/2013	5718A-HughesNet VPN		105.00	10.24	19.89	135.13
	42731158	12/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	85.21	579.09
	42740960	12/31/2013	Actual-1000A-ROYALTY FEE		860.92	0.00	148.48	1,009.40
	42740961	12/31/2013	Actual-1215A-ADVERTISING		516.55	0.00	89.12	605.67
				Sub Total:	2,022.11	54.12	358.55	2,434.78
JAN-2014	26301836	01/22/2014	WYNREWARDS 5%		148.10	0.00	23.93	172.03
	42759480	01/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	77.56	571.44
	42759781	01/31/2014	5718A-HughesNet VPN		105.00	10.24	18.11	133.35
	42785786	01/31/2014	Actual-1000A-ROYALTY FEE		629.34	0.00	98.78	728.12
	42785787	01/31/2014	Actual-1215A-ADVERTISING		377.61	0.00	59.26	436.87
				Sub Total:	1,710.05	54.12	277.64	2,041.81
FEB-2014	26308691	02/22/2014	WYNREWARDS 5%		182.53	0.00	26.66	209.19
	42796223	02/28/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	70.64	564.52
	42796765	02/28/2014	5718A-HughesNet VPN		105.00	10.24	16.49	131.73
	42813335	02/28/2014	Actual-1000A-ROYALTY FEE		905.41	0.00	129.46	1,034.87
	42813336	02/28/2014	Actual-1215A-ADVERTISING		543.24	0.00	77.69	620.93
				Sub Total:	2,186.18	54.12	320.94	2,561.24
MAR-2014	26309756	03/22/2014	WYNREWARDS 5%		120.47	0.00	15.93	136.40
	42824087	03/31/2014	5718A-HughesNet VPN		105.00	10.24	14.70	129.94
	42825555	03/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	62.98	556.86
	42841595	03/31/2014	Actual-1000A-ROYALTY FEE		1,042.97	0.00	132.98	1,175.95
	42841596	03/31/2014	Actual-1215A-ADVERTISING		625.78	0.00	79.80	705.58
				Sub Total:	2,344.22	54.12	306.39	2,704.73
APR-2014	26315953	04/22/2014	WYNREWARDS 5%		260.66	0.00	30.37	291.03
	42852592	04/30/2014	5718A-HughesNet VPN		105.00	10.24	12.97	128.21
	42853736	04/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	55.57	549.45
	42871889	04/30/2014	Actual-1000A-ROYALTY FEE		1,137.62	0.00	127.97	1,265.59
	42871905	04/30/2014	Actual-1215A-ADVERTISING		682.57	0.00	76.79	759.36
				Sub Total:	2,635.85	54.12	303.67	2,993.64
MAY-2014	26320531	05/22/2014	WYNREWARDS 5%		376.50	0.00	38.22	414.72
	42881796	05/31/2014	5718A-HughesNet VPN		105.00	10.24	11.18	126.42
	42882701	05/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	47.91	541.79
	42898597	05/31/2014	Actual-1000A-ROYALTY FEE		1,353.25	0.00	131.28	1,484.53
	42898598	05/31/2014	Actual-1215A-ADVERTISING		811.95	0.00	78.78	890.73
				Sub Total:	3,096.70	54.12	307.37	3,458.19

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JUN-2014	26327521	06/22/2014	WYNREWARDS 5%		235.94	0.00	20.29	256.23
	42910117	06/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	40.51	534.39
	42910815	06/30/2014	5718A-HughesNet VPN		105.00	10.24	9.45	124.69
	42927207	06/30/2014	Actual-1000A-ROYALTY FEE		1,164.08	0.00	95.45	1,259.53
	42927208	06/30/2014	Actual-1215A-ADVERTISING		698.45	0.00	57.28	755.73
				Sub Total:	2,653.47	54.12	222.98	2,930.57
JUL-2014	26334698	07/22/2014	WYNREWARDS 5%		546.84	0.00	38.83	585.67
	42938825	07/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	32.85	526.73
	42939667	07/31/2014	5718A-HughesNet VPN		105.00	10.24	7.66	122.90
	42957242	07/31/2014	Actual-1000A-ROYALTY FEE		1,758.33	0.00	116.92	1,875.25
	42957364	07/31/2014	Actual-1215A-ADVERTISING		1,055.0	0.00	70.16	1,125.16
				Sub Total:	3,915.17	54.12	266.42	4,235.71
AUG-2014	26338313	08/22/2014	WYNREWARDS 5%		373.22	0.00	20.72	393.94
	42959267	08/31/2014	5718A-HughesNet VPN		105.00	10.23	5.88	121.11
	42959293	08/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	25.18	519.05
	42968614	08/31/2014	Actual-1000A-ROYALTY FEE		1,517.07	0.00	77.37	1,594.44
	42968624	08/31/2014	Actual-1215A-ADVERTISING		910.24	0.00	46.42	956.66
				Sub Total:	3,355.53	54.10	175.57	3,585.20
SEP-2014	26343116	09/22/2014	WYNREWARDS 5%		489.12	0.00	19.57	508.69
	42986223	09/30/2014	HughesNet VPN:Franchisee;;24953:01-MAR-12:28-FEB-15:		105.00	10.23	4.15	119.38
	42986269	09/30/2014	WYNGUEST SUBSCRIPTION:Franchisee;;24953:01-AUG-12:31-JUL-15:		450.00	43.87	17.77	511.64
	43006497	09/30/2014	Actual-1000A-ROYALTY FEE		1,106.02	0.00	39.81	1,145.83
	43006860	09/30/2014	Actual-1215A-ADVERTISING		663.61	0.00	23.89	687.50
				Sub Total:	2,813.75	54.10	105.19	2,973.04
OCT-2014	26350590	10/22/2014	WYNREWARDS 5%		251.07	0.00	6.28	257.35
	30955517	10/10/2014	SUPER8 TRAINING		170.00	16.57	5.78	192.35
	30961648	10/17/2014	GLOBAL CONFERENCE		1,049.00	0.00	0.00	1,049.00
	43016883	10/31/2014	5718A-HughesNet VPN		105.00	10.23	2.37	117.60
	43017702	10/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	10.12	503.99
	43026571	10/31/2014	Actual-1000A-ROYALTY FEE		1,011.28	0.00	20.73	1,032.01
	43026756	10/31/2014	Actual-1215A-ADVERTISING		606.77	0.00	12.43	619.20
				Sub Total:	3,643.12	70.67	57.71	3,771.50
NOV-2014	26356306	11/22/2014	WYNREWARDS 5%		220.15	0.00	2.09	222.24
	43046145	11/30/2014	5718A-HughesNet VPN		105.00	10.23	0.63	115.86
	43047127	11/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	2.72	496.59

Mon-Year	Invoice No.	Invoice Date	Description	Accrued*	Billing	Amount Tax	Finance Charges	Total
	43063993	11/30/2014	Actual-1000A-ROYALTY FEE		780.89	0.00	4.29	785.18
	43064181	11/30/2014	Actual-1215A-ADVERTISING		468.53	0.00	2.58	471.11
				Sub Total:	2,024.57	54.10	12.31	2,090.98
DEC-2014	26361274	12/22/2014	WYNREWARDS 5%		226.55	0.00	0.00	226.55
	43072920	12/31/2014	5718A-HughesNet VPN		105.00	10.23	0.00	115.23
	43073802	12/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	0.00	493.87
	43089728	12/31/2014	Actual-1215A-ADVERTISING		439.65	0.00	0.00	439.65
	43090211	12/31/2014	Actual-1000A-ROYALTY FEE		732.75	0.00	0.00	732.75
				Sub Total:	1,953.95	54.10	0.00	2,008.05
JAN-2015	26366181	01/22/2015	WYNREWARDS 5%		274.39	0.00	0.00	274.39
				Sub Total:	274.39	0.00	0.00	274.39
				Grand Total:	85,884.25	1,647.88	19,750.68	107,282.81

Requested By: Yelena Danishevsky

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

Shipment Receipt

Transaction Date: 05 Feb 2015 **Tracking Number:** 1Z22445X0295331666

1 Address Information

Ship To:	Ship From:	Return Address:
Ripley Motel Llc Hal Hunter III Super 8 545 Virginia St. NEW MADRID MO 638691763 Telephone:(573) 748-5586	Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236	Wyndham Hotel Group - 22 Sylvan Elena Danishevsky 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7236

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 008-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Monday, Feb 9, 2015
Shipping Fees Subtotal:	20.42 USD
Transportation	17.10 USD
Fuel Surcharge	0.97 USD
Delivery Area Surcharge- Extended Package 1	2.35 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

Charges: 20.42 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges: 9.40 USD
Total Charges: 9.40 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT K

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 ● fax (800) 880-9445

June 1, 2015

VIA 2 DAY DELIVERY METHOD

Mr. Hal Hunter
Ripley Motel, LLC
545 Virginia
New Madrid, MO 63869

Re: **NOTICE OF CONTINUING MONETARY DEFAULT relating to Super 8® System Unit #12398-87842-01 located in Ripley, TN (the "Facility")**

Dear Mr. Hunter:

I write on behalf of Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated June 11, 1999, as amended, between Ripley Motel, LLC, ("you" or "your") and us (the "Agreement"). You will recall that, on June 26, 2013, October 30, 2013, January 16, 2014, April 18, 2014, June 16, 2014, October 31, 2014 and February 5, 2015, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within thirty (30) days. However, you did not cure your defaults within the time permitted.

Your failure to cure your defaults within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of thirty (30) days from the date of this letter to cure your default. Please be advised that as of June 1, 2015, your account is now past due in the amount of **$124,437.21**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this Notice, we are also informing your Guarantors of your default.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Joe Maida
Director
Contracts Compliance

Enclosure

cc: Gene E. Huegerich (Guarantor)
Thomas J. Wieland (Guarantor)
Mike Mueller
Dianna Bayas
Michael Piccola
Suzanne Fenimore

ITEMIZED STATEMENT

Report Date: 01-Jun-2015

As of Date (DD-MMM-YYYY)	:	01-Jun-2015
Customer No	:	12398-87842-01-SUP
Category Set	:	
Category Group	:	
Group No	:	
Bankruptcy	:	No Bankruptcy Sites
Disputed	:	No
Finance Charges Included	:	Yes
Customer No	:	12398-87842-01-SUP
Address	:	545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date	:	01-Jun-2015

Mon-Year	Invoice No	Invoice Date	Descriptions	Accrued	Billing	Amount Tax	Finance Charges	Total
MAR-2012	30673456	03/14/2012	GLOBAL CONFERENCE		100.00	0.00	30.60	130.60
	42113823	03/30/2012	Actual-1215A-ADVERTISING		665.58	0.00	343.27	1,008.85
				Sub Total:	765.58	0.00	373.87	1,139.45
APR-2012	42148761	04/29/2012	Actual-1215A-ADVERTISING		624.06	0.00	335.38	959.44
				Sub Total:	624.06	0.00	335.38	959.44
MAY-2012	1292995	05/24/2012	GDS & INTERNET BKGS		5.95	0.00	3.09	9.04
	26232852	05/21/2012	WYNREWARDS 5%		170.19	0.00	89.60	259.79
	42164683	05/30/2012	5718A-HughesNet VPN		105.00	10.24	60.22	175.46
	42164725	05/30/2012	5625A-PRM SUPPORT		93.71	0.00	48.92	142.63
	42176278	05/30/2012	Actual-1215A-ADVERTISING		784.21	0.00	409.40	1,193.61
				Sub Total:	1,159.06	10.24	611.23	1,780.53
JUN-2012	26235756	06/21/2012	WYNREWARDS 5%		243.92	0.00	124.63	368.55
	42195127	06/29/2012	5718A-HughesNet VPN		105.00	10.24	58.49	173.73
	42195526	06/29/2012	5625A-PRM SUPPORT		93.71	0.00	47.52	141.23
	42212087	06/29/2012	Actual-1000A-ROYALTY FEE		1,300.09	0.00	659.10	1,959.19
	42212845	06/29/2012	Actual-1215A-ADVERTISING		780.06	0.00	395.46	1,175.52
				Sub Total:	2,522.78	10.24	1,285.20	3,818.22
JUL-2012	26240944	07/21/2012	WYNREWARDS 5%		175.36	0.00	87.01	262.37
	42220038	07/29/2012	5718A-HughesNet VPN		105.00	10.24	56.76	172.00
	42220637	07/29/2012	5625A-PRM SUPPORT		93.71	0.00	46.12	139.83
	42236542	07/30/2012	Actual-1215A-ADVERTISING		940.01	0.00	462.01	1,402.02
	42237557	07/30/2012	Actual-1000A-ROYALTY FEE		1,566.69	0.00	769.96	2,336.65

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	2,880.77	10.24	1,421.86	4,312.87
AUG-2012	1312382	08/23/2012	GDS & INTERNET BKGS		5.25	0.00	2.51	7.76
	26243278	08/21/2012	WYNREWARDS 5%		354.93	0.00	170.49	525.42
	42256594	08/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	235.16	729.04
	42256819	08/30/2012	5718A-HughesNet VPN		105.00	10.24	54.91	170.15
	42270443	08/30/2012	Actual-1000A-ROYALTY FEE		1,455.47	0.00	692.80	2,148.27
	42271921	08/30/2012	Actual-1215A-ADVERTISING		873.28	0.00	415.76	1,289.04
				Sub Total:	3,243.93	54.12	1,571.63	4,869.68
SEP-2012	26247404	09/21/2012	WYNREWARDS 5%		[illegible]	0.00	72.30	227.82
	42284989	09/29/2012	5718A-HughesNet VPN		105.00	10.24	53.18	168.42
	42286546	09/29/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	227.75	721.63
	42303779	09/29/2012	Actual-1000A-ROYALTY FEE		1,532.58	0.00	706.47	2,239.05
	42305547	09/29/2012	Actual-1215A-ADVERTISING		919.55	0.00	423.82	1,343.37
				Sub Total:	3,162.65	54.12	1,483.52	4,700.29
OCT-2012	26250020	10/21/2012	WYNREWARDS 5%		306.45	0.00	137.93	444.38
	30723046	10/01/2012	SUPER8 TRAINING		150.00	14.63	75.70	240.33
	42319104	10/30/2012	5718A-HughesNet VPN		105.00	10.24	51.39	166.63
	42319880	10/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	220.09	713.97
	42332027	10/30/2012	Actual-1000A-ROYALTY FEE		1,225.62	0.00	546.01	1,771.63
	42332422	10/30/2012	Actual-1215A-ADVERTISING		735.37	0.00	327.64	1,063.01
				Sub Total:	2,972.44	68.75	1,358.76	4,399.95
NOV-2012	1331224	11/18/2012	GDS & INTERNET BKGS		27.25	0.00	11.86	39.11
	26253058	11/21/2012	WYNREWARDS CRDT		-236.84	0.00	0.00	-236.84
	26254005	11/21/2012	WYNREWARDS 5%		238.70	0.00	103.70	342.40
	42345832	11/29/2012	5718A-HughesNet VPN		105.00	10.24	49.66	164.90
	42347212	11/29/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	212.68	706.56
	42363080	11/29/2012	Actual-1000A-ROYALTY FEE		1,072.32	0.00	461.57	1,533.89
	42365178	11/29/2012	Actual-1215A-ADVERTISING		643.39	0.00	276.95	920.34
	TA0331224	11/18/2012	T/A COMMISSIONS		5.51	0.00	2.44	7.95
	TM0331224	11/18/2012	MEMBER BENEFIT COMM		8.87	0.00	3.87	12.74
				Sub Total:	2,314.20	54.12	1,122.73	3,491.05
DEC-2012	1342886	12/18/2012	GDS & INTERNET BKGS		23.00	0.00	9.76	32.76
	26256294	12/21/2012	WYNREWARDS CRDT		-34.03	0.00	0.00	-34.03
	26257845	12/21/2012	WYNREWARDS 5%		220.17	0.00	92.29	312.46
	42380903	12/30/2012	5718A-HughesNet VPN		105.00	10.24	47.87	163.11
	42382545	12/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	205.02	698.90
	42395697	12/30/2012	Actual-1215A-ADVERTISING		524.82	0.00	217.73	742.55
	42396174	12/30/2012	Actual-1000A-ROYALTY FEE		874.71	0.00	363.03	1,237.74
	TA0342886	12/18/2012	T/A COMMISSIONS		63.71	0.00	26.88	90.59
	TC0342888	12/18/2012	T/A COMM SERVICE CHG		5.12	0.00	2.18	7.30
	TM0342886	12/18/2012	MEMBER BENEFIT COMM		4.64	0.00	1.92	6.56

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	TR0342886	12/18/2012	TMC / CONSORTIA		17.43	0.00	7.31	24.74
				Sub Total:	2,254.57	54.12	973.99	3,282.68
JAN-2013	1350428	01/24/2013	GDS & INTERNET BKGS		15.75	0.00	6.32	22.07
	26260508	01/21/2013	WYNREWARDS 5%		195.47	0.00	78.96	274.43
	26261686	01/21/2013	WYNREWARDS CRDT		-102.69	0.00	0.00	-102.69
	42401904	01/30/2013	5718A-HughesNet VPN		105.00	10.24	46.09	161.33
	42401935	01/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	197.37	691.25
	42425062	01/30/2013	Actual-1000A-ROYALTY FEE		657.89	0.00	262.88	920.77
	42425680	01/30/2013	Actual-1215A-ADVERTISING		394.74	0.00	157.71	552.45
				Sub Total:	1,716.16	54.12	749.33	2,519.61
FEB-2013	10658622	02/20/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	62.24	222.24
	10658624	02/20/2013	GUEST SATISFACTION		30.00	0.00	11.74	41.74
	26263946	02/21/2013	WYNREWARDS 5%		149.57	0.00	58.09	207.66
	42442002	02/27/2013	5718A-HughesNet VPN		105.00	10.24	44.47	159.71
	42442218	02/27/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	190.45	684.33
	42455233	02/27/2013	Actual-1000A-ROYALTY FEE		918.80	0.00	354.15	1,272.95
	42455330	02/27/2013	Actual-1215A-ADVERTISING		551.28	0.00	212.48	763.76
				Sub Total:	2,364.65	54.12	933.62	3,352.39
MAR-2013	26265854	03/21/2013	WYNREWARDS 5%		129.56	0.00	48.50	178.06
	42471491	03/30/2013	5718A-HughesNet VPN		105.00	10.24	42.68	157.92
	42473216	03/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	182.79	676.67
	42488643	03/30/2013	Actual-1000A-ROYALTY FEE		1,141.35	0.00	422.29	1,563.64
	42488644	03/30/2013	Actual-1215A-ADVERTISING		684.81	0.00	253.32	938.13
				Sub Total:	2,510.72	54.12	949.58	3,514.42
APR-2013	26271303	04/21/2013	WYNREWARDS 5%		198.68	0.00	71.32	270.00
	30783448	04/04/2013	GLOBAL CONFERENCE		1,049.00	0.00	315.80	1,364.80
	42501710	04/29/2013	5718A-HughesNet VPN		105.00	10.24	40.95	156.19
	42503218	04/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	175.38	669.26
	42517976	04/29/2013	Actual-1000A-ROYALTY FEE		1,138.34	0.00	404.12	1,542.46
	42517977	04/29/2013	Actual-1215A-ADVERTISING		683.01	0.00	242.53	925.54
				Sub Total:	3,624.03	54.12	1,250.10	4,928.25
MAY-2013	26273207	05/21/2013	WYNREWARDS 5%		249.85	0.00	85.94	335.79
	42524437	05/30/2013	5718A-HughesNet VPN		105.00	10.24	39.16	154.40
	42525184	05/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	167.72	661.60
	42547489	05/30/2013	Actual-1000A-ROYALTY FEE		1,179.27	0.00	400.38	1,579.65
	42547566	05/30/2013	Actual-1215A-ADVERTISING		707.56	0.00	240.23	947.79
				Sub Total:	2,691.68	54.12	933.43	3,679.23

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JUN-2013	26279175	06/21/2013	WYNREWARDS 5%		144.42	0.00	47.47	191.89
	42558785	06/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	160.31	654.19
	42560511	06/29/2013	5718A-HughesNet VPN		105.00	10.24	37.43	152.67
	42576197	06/29/2013	Actual-1215A-ADVERTISING		675.66	0.00	219.20	894.86
	42576445	06/29/2013	Actual-1000A-ROYALTY FEE		1,126.10	0.00	365.38	1,491.48
				Sub Total:	2,501.18	54.12	829.79	3,385.09
JUL-2013	26279375	07/21/2013	WYNREWARDS 5%		263.27	0.00	82.54	345.81
	42585466	07/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	152.65	646.53
	42589796	07/30/2013	5718A-HughesNet VPN		105.00	10.24	35.64	150.88
	42610622	07/30/2013	Actual-1000A-ROYALTY FEE		1,137.05	0.00	351.35	1,488.40
	42610623	07/30/2013	Actual-1215A-ADVERTISING		682.23	0.00	210.75	892.98
				Sub Total:	2,637.55	54.12	832.93	3,524.60
AUG-2013	1398826	08/22/2013	GDS & INTERNET BKGS		6.25	0.00	1.86	8.11
	26283200	08/21/2013	WYNREWARDS 5%		353.22	0.00	105.24	458.46
	30828772	08/21/2013	On Site Fee		100.00	0.00	30.10	130.10
	42621763	08/30/2013	5718A-HughesNet VPN		105.00	10.24	33.85	149.09
	42623702	08/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	144.99	638.87
	42636022	08/30/2013	Actual-1000A-ROYALTY FEE		1,220.49	0.00	358.26	1,578.75
	42636132	08/30/2013	Actual-1215A-ADVERTISING		732.29	0.00	214.89	947.18
				Sub Total:	2,967.26	54.12	889.19	3,910.56
SEP-2013	26286689	09/21/2013	WYNREWARDS 5%		377.97	0.00	106.79	484.76
	30839181	09/16/2013	SUPER8 TRAINING		170.00	16.58	53.18	239.76
	42651034	09/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	137.58	631.46
	42652751	09/29/2013	5718A-HughesNet VPN		105.00	10.24	32.12	147.36
	42665301	09/29/2013	Actual-1215A-ADVERTISING		814.21	0.00	226.73	1,040.94
	42665302	09/29/2013	Actual-1000A-ROYALTY FEE		1,357.02	0.00	377.94	1,734.96
				Sub Total:	3,274.20	70.70	934.34	4,279.24
OCT-2013	26290747	10/21/2013	WYNREWARDS 5%		387.15	0.00	103.57	490.72
	42673801	10/30/2013	5718A-HughesNet VPN		105.00	10.24	30.33	145.57
	42675122	10/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	129.92	623.80
	42695167	10/30/2013	Actual-1000A-ROYALTY FEE		1,030.37	0.00	271.01	1,301.38
	42695259	10/30/2013	Actual-1215A-ADVERTISING		618.22	0.00	162.57	780.79
	TA0417247	10/24/2013	T/A COMMISSIONS		14.16	0.00	3.76	17.92
				Sub Total:	2,604.90	54.12	701.16	3,360.18
NOV-2013	26294790	11/21/2013	WYNREWARDS 5%		302.14	0.00	76.12	378.26
	42701191	11/29/2013	5718A-HughesNet VPN		105.00	10.24	28.60	143.84
	42701747	11/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	122.51	616.39
	42724787	11/29/2013	Actual-1000A-ROYALTY FEE		1,003.56	0.00	248.90	1,252.46
	42724788	11/29/2013	Actual-1215A-ADVERTISING		602.13	0.00	149.31	751.44

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				Sub Total:	2,462.83	54.12	625.44	3,142.39
DEC-2013	26298278	12/21/2013	WYNREWARDS 5%		89.64	0.00	21.22	110.86
	42730881	12/30/2013	5718A-HughesNet VPN		105.00	10.24	26.81	142.05
	42731158	12/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	114.85	608.73
	42740960	12/30/2013	Actual-1000A-ROYALTY FEE		860.92	0.00	200.12	1,061.04
	42740961	12/30/2013	Actual-1215A-ADVERTISING		516.55	0.00	120.12	636.67
				Sub Total:	2,022.11	54.12	483.12	2,559.35
JAN-2014	26301836	01/21/2014	WYNREWARDS 5%		148.10	0.00	32.82	180.92
	42759480	01/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	107.20	601.08
	42759781	01/30/2014	5718A-HughesNet VPN		105.00	10.24	25.03	140.27
	42785786	01/30/2014	Actual-1000A-ROYALTY FEE		629.34	0.00	136.54	765.88
	42785787	01/30/2014	Actual-1215A-ADVERTISING		377.61	0.00	81.91	459.52
				Sub Total:	1,710.05	54.12	383.50	2,147.67
FEB-2014	26308691	02/21/2014	WYNREWARDS 5%		182.53	0.00	37.62	220.15
	42796223	02/27/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	100.28	594.16
	42796765	02/27/2014	5718A-HughesNet VPN		105.00	10.24	23.41	138.65
	42813335	02/27/2014	Actual-1000A-ROYALTY FEE		905.41	0.00	183.78	1,089.19
	42813336	02/27/2014	Actual-1215A-ADVERTISING		543.24	0.00	110.29	653.53
				Sub Total:	2,186.18	54.12	455.38	2,695.68
MAR-2014	26309756	03/21/2014	WYNREWARDS 5%		120.47	0.00	23.17	143.64
	42824087	03/30/2014	5718A-HughesNet VPN		105.00	10.24	21.62	136.86
	42825555	03/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	92.62	586.50
	42841595	03/30/2014	Actual-1000A-ROYALTY FEE		1,042.97	0.00	195.55	1,238.52
	42841596	03/30/2014	Actual-1215A-ADVERTISING		6[illegible]78	0.00	117.35	743.13
				Sub Total:	2,344.22	54.12	450.31	2,848.65
APR-2014	26315953	04/21/2014	WYNREWARDS 5%		260.66	0.00	46.01	306.67
	42852592	04/29/2014	5718A-HughesNet VPN		105.00	10.24	19.89	135.13
	42853736	04/29/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	85.21	579.09
	42871889	04/29/2014	Actual-1000A-ROYALTY FEE		1,137.62	0.00	196.22	1,333.84
	42871905	04/29/2014	Actual-1215A-ADVERTISING		682.57	0.00	117.75	800.32
				Sub Total:	2,635.85	54.12	465.08	3,155.05
MAY-2014	26320531	05/21/2014	WYNREWARDS 5%		376.50	0.00	60.82	437.32
	42881796	05/30/2014	5718A-HughesNet VPN		105.00	10.24	18.10	133.34
	42882701	05/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	77.55	571.43
	42898597	05/30/2014	Actual-1000A-ROYALTY FEE		1,353.25	0.00	212.48	1,565.73
	42898598	05/30/2014	Actual-1215A-ADVERTISING		811.95	0.00	127.50	939.45
				Sub Total:	3,096.70	54.12	496.45	3,647.27

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JUN-2014	26327521	06/21/2014	WYNREWARDS 5%		235.94	0.00	34.45	270.39
	42910117	06/29/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	70.15	564.03
	42910815	06/29/2014	5718A-HughesNet VPN		105.00	10.24	16.37	131.61
	42927207	06/29/2014	Actual-1000A-ROYALTY FEE		1,164.08	0.00	165.29	1,329.37
	42927208	06/29/2014	Actual-1215A-ADVERTISING		698.45	0.00	99.20	797.65
				Sub Total:	2,653.47	54.12	385.46	3,093.05
JUL-2014	26334698	07/21/2014	WYNREWARDS 5%		546.84	0.00	71.64	618.48
	42938825	07/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	62.49	556.37
	42939667	07/30/2014	5718A-HughesNet VPN		105.00	10.24	14.58	129.82
	42957242	07/30/2014	Actual-1000A-ROYALTY FEE		1,758.33	0.00	222.41	1,980.74
	42957364	07/30/2014	Actual-1215A-ADVERTISING		1,055.00	0.00	133.47	1,188.47
				Sub Total:	3,915.17	54.12	504.59	4,473.88
AUG-2014	26338313	08/21/2014	WYNREWARDS 5%		373.22	0.00	43.11	416.33
	42959267	08/30/2014	5718A-HughesNet VPN		105.00	10.23	12.80	128.03
	42959293	08/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	54.81	548.68
	42968614	08/30/2014	Actual-1000A-ROYALTY FEE		1,517.07	0.00	168.40	1,685.47
	42968624	08/30/2014	Actual-1215A-ADVERTISING		910.24	0.00	101.03	1,011.27
				Sub Total:	3,355.53	54.10	380.15	3,789.78
SEP-2014	26343116	09/21/2014	WYNREWARDS 5%		489.12	0.00	48.92	538.04
	42986223	09/29/2014	HughesNet VPN:Franchisee;;24953:01-MAR-12:28-FEB-15:		105.00	10.23	11.07	126.30
	42986269	09/29/2014	WYNGUEST SUBSCRIPTION:Franchisee;;24953:01-AUG-12:31-JUL-15:		450.00	43.87	47.40	541.27
	43006497	09/29/2014	Actual-1000A-ROYALTY FEE		1,106.02	0.00	106.17	1,212.19
	43006860	09/29/2014	Actual-1215A-ADVERTISING		663.61	0.00	63.70	727.31
				Sub Total:	2,813.75	54.10	277.26	3,145.11
OCT-2014	26350590	10/21/2014	WYNREWARDS 5%		251.07	0.00	21.35	272.42
	30955517	10/09/2014	SUPER8 TRAINING		170.00	16.57	16.98	203.55
	30961648	10/16/2014	GLOBAL CONFERENCE		1,049.00	0.00	20.46	1,069.46
	43016883	10/30/2014	5718A-HughesNet VPN		105.00	10.23	9.29	124.52
	43017702	10/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	39.75	533.62
	43026571	10/30/2014	Actual-1000A-ROYALTY FEE		1,011.28	0.00	81.40	1,092.68
	43026756	10/30/2014	Actual-1215A-ADVERTISING		606.77	0.00	48.83	655.60
				Sub Total:	3,643.12	70.67	238.06	3,951.85
NOV-2014	26356306	11/21/2014	WYNREWARDS 5%		220.15	0.00	15.29	235.44
	43046145	11/29/2014	5718A-HughesNet VPN		105.00	10.23	7.55	122.78
	43047127	11/29/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	32.35	526.22

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	43063993	11/29/2014	Actual-1000A-ROYALTY FEE		780.89	0.00	51.13	832.02
	43064181	11/29/2014	Actual-1215A-ADVERTISING		468.53	0.00	30.69	499.22
				Sub Total:	2,024.57	54.10	137.01	2,215.68
DEC-2014	26361274	12/21/2014	WYNREWARDS 5%		226.55	0.00	12.35	238.90
	43072920	12/30/2014	5718A-HughesNet VPN		105.00	10.23	5.76	120.99
	43073802	12/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	24.70	518.57
	43089728	12/30/2014	Actual-1215A-ADVERTISING		439.65	0.00	21.97	461.62
	43090211	12/30/2014	Actual-1000A-ROYALTY FEE		732.75	0.00	36.63	769.38
				Sub Total:	1,953.95	54.10	101.41	2,109.46
JAN-2015	26366181	01/21/2015	WYNREWARDS 5%		274.39	0.00	10.71	285.10
	43102575	01/30/2015	5718A-HughesNet VPN		105.00	10.23	3.98	119.21
	43102838	01/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	17.04	510.91
	43123919	01/30/2015	Actual-1000A-ROYALTY FEE		625.58	0.00	21.58	647.16
	43123922	01/30/2015	Actual-1215A-ADVERTISING		375.35	0.00	12.95	388.30
				Sub Total:	1,830.32	54.10	66.26	1,950.68
FEB-2015	26372637	02/21/2015	WYNREWARDS 5%		147.99	0.00	3.48	151.47
	30996867	02/09/2015	2015 AH&LA Fees		80.00	0.00	0.00	80.00
	43129151	02/27/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	10.13	504.00
	43131857	02/27/2015	5718A-HughesNet VPN		105.00	10.23	2.36	117.59
	43148368	02/27/2015	Actual-1215A-ADVERTISING		537.97	0.00	11.03	549.00
	43148748	02/27/2015	Actual-1000A-ROYALTY FEE		896.61	0.00	18.38	914.99
				Sub Total:	2,217.57	54.10	45.38	2,317.05
MAR-2015	26378812	03/21/2015	WYNREWARDS 5%		257.78	0.00	2.45	260.23
	43159157	03/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	2.47	496.34
	43159323	03/30/2015	5718A-HughesNet VPN		105.00	10.23	0.58	115.81
	43181034	03/30/2015	Actual-1000A-ROYALTY FEE		998.45	0.00	4.99	1,003.44
	43181059	03/30/2015	Actual-1215A-ADVERTISING		599.07	0.00	3.00	602.07
				Sub Total:	2,410.30	54.10	13.49	2,477.89
APR-2015	26385176	04/21/2015	WYNREWARDS 5%		442.17	0.00	0.00	442.17
	43185760	04/29/2015	5718A-HughesNet VPN		105.00	10.23	0.00	115.23
	43187383	04/29/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	0.00	493.87
	43208345	04/29/2015	Actual-1215A-ADVERTISING		581.25	0.00	0.00	581.25
	43208895	04/29/2015	Actual-1000A-ROYALTY FEE		968.75	0.00	0.00	968.75
				Sub Total:	2,547.17	54.10	0.00	2,601.27
MAY-2015	26391918	05/21/2015	WYNREWARDS 5%		333.42	0.00	0.00	333.42
	43213074	05/30/2015	5718A-HughesNet VPN		105.00	10.23	0.00	115.23
	43214277	05/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	0.00	493.87
	43232204	05/30/2015	Accrual-1000A-ROYALTY FEE		1,228.25	0.00	0.00	1,228.25

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	43232205	05/30/2015	Accrual-1215A-ADVERTISING	*	736.95	0.00	0.00	736.95
				Sub Total:	2,853.62	54.10	0.00	2,907.72
				Grand Total:	97,468.84	1,918.38	25,049.99	124,437.21

Requested By: Patrick Yeu

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

UPS CampusShip: Shipment Receipt

Shipment Receipt

Transaction Date: 01 Jun 2015 **Tracking Number:** 1Z22445X0294265641

1 Address Information

Ship To:
Ripley Motel, LLC
Hal Hunter
545 Virginia
NEW MADRID MO 638691753

Ship From:
Wyndham Hotel Group - 22 Sylvan
Patrick You
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-7831

Return Address:
Wyndham Hotel Group - 22 Sylvan
Patrick You
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-7831

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Wednesday, Jun 3, 2015
Shipping Fees Subtotal:	20.33 USD
Transportation	17.10 USD
Fuel Surcharge	0.88 USD
Delivery Area Surcharge- Extended Package 1	2.35 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

Charges: 20.33 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges: 9.35 USD
Total Charges: 9.35 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT L

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 ● fax (800) 880-9445

September 29, 2015

VIA 2 DAY DELIVERY METHOD

Mr. Hal Hunter
Ripley Motel, LLC
545 Virginia
New Madrid, MO 63869

Re: **NOTICE OF CONTINUING MONETARY DEFAULT relating to Super 8® System Unit #12398-87842-01 located in Ripley, TN (the "Facility")**

Dear Mr. Hunter:

I write on behalf of Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated June 11, 1999, as amended, between Ripley Motel, LLC, ("you" or "your") and us (the "Agreement"). You will recall that, on June 26, 2013, October 30, 2013, January 16, 2014, April 18, 2014, June 16, 2014, October 31, 2014, February 5, 2015 and June 1, 2015, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within thirty (30) days. However, you did not cure your defaults within the time permitted.

Your failure to cure your defaults within the time permitted allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of thirty (30) days from the date of this letter to cure your default. Please be advised that as of September 29, 2015, your account is now past due in the amount of **$137,893.18**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this Notice, we are also informing your Guarantors of your default.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Joe Malda
Director
Contracts Compliance

Enclosure

cc: Gene E. Huegerich (Guarantor)
Thomas J. Wieland (Guarantor)
Mike Mueller
Dianna Bayas
Michael Piccola
Suzanne Fenimore

ITEMIZED STATEMENT

Report Date: 29-Sep-2015

As of Date (DD-MMM-YYYY)	:	29-Sep-2015
Customer No	:	12398-87842-01-SUP
Category Set	:	
Category Group	:	
Group No	:	
Bankruptcy	:	No Bankruptcy Sites
Disputed	:	No
Finance Charges Included	:	Yes
Customer No	:	12398-87842-01-SUP
Address	:	545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date	:	29-Sep-2015

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
MAR-2012	30673456	03/14/2012	GLOBAL CONFERENCE		100.00	0.00	30.60	130.60
	42113823	03/30/2012	Actual-1215A-ADVERTISING		665.58	0.00	367.26	1,032.84
				Sub Total:	765.58	0.00	397.86	1,163.44
APR-2012	42148761	04/29/2012	Actual-1215A-ADVERTISING		624.06	0.00	373.75	997.81
				Sub Total:	624.06	0.00	373.75	997.81
MAY-2012	1292995	05/24/2012	GDS & INTERNET BKGS		5.95	0.00	3.46	9.41
	26232852	05/21/2012	WYNREWARDS 5%		170.19	0.00	100.06	270.25
	42164683	05/30/2012	5718A-HughesNet VPN		105.00	10.24	67.31	182.55
	42164725	05/30/2012	5625A-PRM SUPPORT		93.71	0.00	54.69	148.40
	42176278	05/30/2012	Actual-1215A-ADVERTISING		784.21	0.00	457.63	1,241.84
				Sub Total:	1,159.06	10.24	683.15	1,852.45
JUN-2012	26235756	06/21/2012	WYNREWARDS 5%		243.92	0.00	139.63	383.55
	42195127	06/29/2012	5718A-HughesNet VPN		105.00	10.24	65.58	180.82
	42195526	06/29/2012	5625A-PRM SUPPORT		93.71	0.00	53.29	147.00
	42212087	06/29/2012	Actual-1000A-ROYALTY FEE		1,300.09	0.00	739.05	2,039.14
	42212845	06/29/2012	Actual-1215A-ADVERTISING		780.06	0.00	443.43	1,223.49
				Sub Total:	2,522.78	10.24	1,440.98	3,974.00
JUL-2012	26240944	07/21/2012	WYNREWARDS 5%		175.36	0.00	97.80	273.16
	42220038	07/29/2012	5718A-HughesNet VPN		105.00	10.24	63.85	179.09
	42220637	07/29/2012	5625A-PRM SUPPORT		93.71	0.00	51.89	145.60
	42236542	07/30/2012	Actual-1215A-ADVERTISING		940.01	0.00	519.82	1,459.83
	42237557	07/30/2012	Actual-1000A-ROYALTY FEE		1,566.69	0.00	866.31	2,433.00

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	2,880.77	10.24	1,599.67	4,490.68
AUG-2012	1312382	08/23/2012	GDS & INTERNET BKGS		5.25	0.00	2.83	8.08
	26243278	08/21/2012	WYNREWARDS 5%		354.93	0.00	192.31	547.24
	42256594	08/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	265.54	759.42
	42256819	08/30/2012	5718A-HughesNet VPN		105.00	10.24	62.00	177.24
	42270443	08/30/2012	Actual-1000A-ROYALTY FEE		1,455.47	0.00	782.31	2,237.78
	42271921	08/30/2012	Actual-1215A-ADVERTISING		873.28	0.00	469.47	1,342.75
				Sub Total:	3,243.93	54.12	1,774.46	5,072.51
SEP-2012	26247404	09/21/2012	WYNREWARDS 5%		155.52	0.00	81.86	237.38
	42284989	09/29/2012	5718A-HughesNet VPN		105.00	10.24	60.27	175.51
	42286546	09/29/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	258.13	752.01
	42303779	09/29/2012	Actual-1000A-ROYALTY FEE		1,532.58	0.00	800.72	2,333.30
	42305547	09/29/2012	Actual-1215A-ADVERTISING		919.55	0.00	480.36	1,399.91
				Sub Total:	3,162.65	54.12	1,681.34	4,898.11
OCT-2012	26250020	10/21/2012	WYNREWARDS 5%		306.45	0.00	156.78	463.23
	30723046	10/01/2012	SUPER8 TRAINING		150.00	14.63	85.82	250.45
	42319104	10/30/2012	5718A-HughesNet VPN		105.00	10.24	58.48	173.72
	42319880	10/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	250.47	744.35
	42332027	10/30/2012	Actual-1000A-ROYALTY FEE		1,225.62	0.00	621.38	1,847.00
	42332422	10/30/2012	Actual-1215A-ADVERTISING		735.37	0.00	372.87	1,108.24
				Sub Total:	2,972.44	68.75	1,545.80	4,586.99
NOV-2012	1331224	11/18/2012	GDS & INTERNET BKGS		27.25	0.00	13.54	40.79
	26253058	11/21/2012	WYNREWARDS CRDT		-236.84	0.00	0.00	-236.84
	26254005	11/21/2012	WYNREWARDS 5%		238.70	0.00	118.38	357.08
	42345832	11/29/2012	5718A-HughesNet VPN		105.00	10.24	56.75	171.99
	42347212	11/29/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	243.06	736.94
	42363080	11/29/2012	Actual-1000A-ROYALTY FEE		1,072.32	0.00	527.51	1,599.83
	42365178	11/29/2012	Actual-1215A-ADVERTISING		643.39	0.00	316.51	959.90
	TA0331224	11/18/2012	T/A COMMISSIONS		5.51	0.00	2.78	8.29
	TM0331224	11/18/2012	MEMBER BENEFIT COMM		8.87	0.00	4.41	13.28
				Sub Total:	2,314.20	54.12	1,282.94	3,651.26
DEC-2012	1342886	12/18/2012	GDS & INTERNET BKGS		23.00	0.00	11.19	34.19
	26256294	12/21/2012	WYNREWARDS CRDT		-34.03	0.00	0.00	-34.03
	26257845	12/21/2012	WYNREWARDS 5%		220.17	0.00	105.82	325.99
	42380903	12/30/2012	5718A-HughesNet VPN		105.00	10.24	54.96	170.20
	42382545	12/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	235.40	729.28
	42395697	12/30/2012	Actual-1215A-ADVERTISING		524.82	0.00	250.00	774.82
	42396174	12/30/2012	Actual-1000A-ROYALTY FEE		874.71	0.00	416.83	1,291.54
	TA0342886	12/18/2012	T/A COMMISSIONS		63.71	0.00	30.81	94.52
	TC0342886	12/18/2012	T/A COMM SERVICE CHG		5.12	0.00	2.50	7.62
	TM0342886	12/18/2012	MEMBER BENEFIT COMM		4.64	0.00	2.20	6.84

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	TR0342886	12/18/2012	TMC / CONSORTIA		17.43	0.00	8.38	25.81
				Sub Total:	2,254.57	54.12	1,118.09	3,426.78
JAN-2013	1350426	01/24/2013	GDS & INTERNET BKGS		15.75	0.00	7.29	23.04
	26260508	01/21/2013	WYNREWARDS 5%		195.47	0.00	90.98	286.45
	26261686	01/21/2013	WYNREWARDS CRDT		-102.69	0.00	0.00	-102.69
	42401904	01/30/2013	5718A-HughesNet VPN		105.00	10.24	53.18	168.42
	42401935	01/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	227.75	721.63
	42425062	01/30/2013	Actual-1000A-ROYALTY FEE		[illegible]7.89	0.00	303.35	961.24
	42425690	01/30/2013	Actual-1215A-ADVERTISING		394.74	0.00	181.99	576.73
				Sub Total:	1,716.16	54.12	864.54	2,634.82
FEB-2013	10658622	02/20/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	72.08	232.08
	10658624	02/20/2013	GUEST SATISFACTION		30.00	0.00	13.59	43.59
	26263946	02/21/2013	WYNREWARDS 5%		149.57	0.00	67.28	216.85
	42442002	02/27/2013	5718A-HughesNet VPN		105.00	10.24	51.56	166.80
	42442218	02/27/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	220.83	714.71
	42455233	02/27/2013	Actual-1000A-ROYALTY FEE		918.80	0.00	410.65	1,329.45
	42455330	02/27/2013	Actual-1215A-ADVERTISING		551.28	0.00	246.38	797.66
				Sub Total:	2,364.65	54.12	1,082.37	3,501.14
MAR-2013	26265854	03/21/2013	WYNREWARDS 5%		129.56	0.00	56.46	186.02
	42471491	03/30/2013	5718A-HughesNet VPN		105.00	10.24	49.77	165.01
	42473216	03/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	213.17	707.05
	42488643	03/30/2013	Actual-1000A-ROYALTY FEE		1,141.35	0.00	492.48	1,633.83
	42488644	03/30/2013	Actual-1215A-ADVERTISING		684.81	0.00	295.43	980.24
				Sub Total:	2,510.72	54.12	1,107.31	3,672.15
APR-2013	26271303	04/21/2013	WYNREWARDS 5%		198.68	0.00	83.54	282.22
	30783448	04/04/2013	GLOBAL CONFERENCE		1,049.00	0.00	380.32	1,429.32
	42501710	04/29/2013	5718A-HughesNet VPN		105.00	10.24	48.04	163.28
	42503218	04/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	205.76	699.64
	42517976	04/29/2013	Actual-1000A-ROYALTY FEE		1,138.34	0.00	474.13	1,612.47
	42517977	04/29/2013	Actual-1215A-ADVERTISING		683.01	0.00	284.55	967.56
				Sub Total:	3,624.03	54.12	1,476.34	5,154.49
MAY-2013	26273207	05/21/2013	WYNREWARDS 5%		249.85	0.00	101.31	351.16
	42524437	05/30/2013	5718A-HughesNet VPN		105.00	10.24	46.25	161.49
	42525184	05/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	198.10	691.98
	42547489	05/30/2013	Actual-1000A-ROYALTY FEE		1,179.27	0.00	472.91	1,652.18
	42547566	05/30/2013	Actual-1215A-ADVERTISING		707.56	0.00	283.74	991.30
				Sub Total:	2,691.68	54.12	1,102.31	3,848.11

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JUN-2013	26279175	06/21/2013	WYNREWARDS 5%		144.42	0.00	56.36	200.78
	42558785	06/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	190.69	684.57
	42560511	06/29/2013	5718A-HughesNet VPN		105.00	10.24	44.52	159.76
	42576197	06/29/2013	Actual-1215A-ADVERTISING		675.66	0.00	260.74	936.40
	42576445	06/29/2013	Actual-1000A-ROYALTY FEE		1,126.10	0.00	434.63	1,560.73
				Sub Total:	2,501.18	54.12	986.94	3,542.24
JUL-2013	26279375	07/21/2013	WYNREWARDS 5%		263.27	0.00	98.73	362.00
	42585466	07/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	183.03	676.91
	42589796	07/30/2013	5718A-HughesNet VPN		105.00	10.24	42.73	157.97
	42610622	07/30/2013	Actual-1000A-ROYALTY FEE		1,137.05	0.00	421.28	1,558.33
	42610623	07/30/2013	Actual-1215A-ADVERTISING		682.23	0.00	252.70	934.93
				Sub Total:	2,637.55	54.12	998.47	3,690.14
AUG-2013	1398826	08/22/2013	GDS & INTERNET BKGS		6.25	0.00	2.24	8.49
	26283200	08/21/2013	WYNREWARDS 5%		353.22	0.00	126.96	480.18
	30828772	08/21/2013	On Site Fee		100.00	0.00	36.25	136.25
	42621763	08/30/2013	5718A-HughesNet VPN		105.00	10.24	40.94	156.18
	42623702	08/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	175.37	669.25
	42636022	08/30/2013	Actual-1000A-ROYALTY FEE		1,220.49	0.00	433.33	1,653.82
	42636132	08/30/2013	Actual-1215A-ADVERTISING		732.29	0.00	259.92	992.21
				Sub Total:	2,967.25	54.12	1,075.01	4,096.38
SEP-2013	26286689	09/21/2013	WYNREWARDS 5%		377.97	0.00	130.04	508.01
	30839181	09/16/2013	SUPER8 TRAINING		170.00	16.58	64.66	251.24
	42651034	09/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	167.96	661.84
	42652751	09/29/2013	5718A-HughesNet VPN		105.00	10.24	39.21	154.45
	42665301	09/29/2013	Actual-1215A-ADVERTISING		814.21	0.00	276.80	1,091.01
	42665302	09/29/2013	Actual-1000A-ROYALTY FEE		1,357.02	0.00	461.40	1,818.42
				Sub Total:	3,274.20	70.70	1,140.07	4,484.97
OCT-2013	26290747	10/21/2013	WYNREWARDS 5%		387.15	0.00	127.38	514.53
	42673801	10/30/2013	5718A-HughesNet VPN		105.00	10.24	37.42	152.66
	42675122	10/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	160.30	654.18
	42695167	10/30/2013	Actual-1000A-ROYALTY FEE		1,030.37	0.00	334.39	1,364.76
	42695259	10/30/2013	Actual-1215A-ADVERTISING		618.22	0.00	200.58	818.80
	TA0417247	10/24/2013	T/A COMMISSIONS		14.16	0.00	4.63	18.79
				Sub Total:	2,604.90	54.12	864.70	3,523.72
NOV-2013	26294790	11/21/2013	WYNREWARDS 5%		302.14	0.00	94.69	396.83
	42701191	11/29/2013	5718A-HughesNet VPN		105.00	10.24	35.69	150.93
	42701747	11/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	152.89	646.77
	42724787	11/29/2013	Actual-1000A-ROYALTY FEE		1,003.56	0.00	310.62	1,314.18
	42724788	11/29/2013	Actual-1215A-ADVERTISING		602.13	0.00	186.33	788.46

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	2,462.83	54.12	780.22	3,297.17
DEC-2013	26298278	12/21/2013	WYNREWARDS 5%		89.64	0.00	26.72	116.36
	42730881	12/30/2013	5718A-HughesNet VPN		105.00	10.24	33.90	149.14
	42731158	12/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	145.23	639.11
	42740960	12/30/2013	Actual-1000A-ROYALTY FEE		860.92	0.00	253.05	1,113.97
	42740961	12/30/2013	Actual-1215A-ADVERTISING		516.55	0.00	151.89	668.44
				Sub Total:	2,022.11	54.12	610.79	2,687.02
JAN-2014	26301836	01/21/2014	WYNREWARDS 5%		148.10	0.00	41.93	190.03
	42759480	01/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	137.58	631.46
	42759781	01/30/2014	5718A-HughesNet VPN		105.00	10.24	32.12	147.36
	42785786	01/30/2014	Actual-1000A-ROYALTY FEE		629.34	0.00	175.24	804.58
	42785787	01/30/2014	Actual-1215A-ADVERTISING		377.61	0.00	105.12	482.73
				Sub Total:	1,710.05	54.12	491.99	2,256.16
FEB-2014	26308691	02/21/2014	WYNREWARDS 5%		182.53	0.00	48.85	231.38
	42796223	02/27/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	130.66	624.54
	42796765	02/27/2014	5718A-HughesNet VPN		105.00	10.24	30.50	145.74
	42813335	02/27/2014	Actual-1000A-ROYALTY FEE		905.41	0.00	239.46	1,144.87
	42813336	02/27/2014	Actual-1215A-ADVERTISING		543.24	0.00	143.70	686.94
				Sub Total:	2,186.18	54.12	593.17	2,833.47
MAR-2014	26309756	03/21/2014	WYNREWARDS 5%		120.47	0.00	30.59	151.06
	42824087	03/30/2014	5718A-HughesNet VPN		105.00	10.24	28.71	143.95
	42825555	03/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	123.00	616.88
	42841595	03/30/2014	Actual-1000A-ROYALTY FEE		1,042.97	0.00	259.69	1,302.66
	42841596	03/30/2014	Actual-1215A-ADVERTISING		625.78	0.00	155.84	781.62
				Sub Total:	2,344.22	54.12	597.83	2,996.17
APR-2014	26315953	04/21/2014	WYNREWARDS 5%		260.66	0.00	62.04	322.70
	42852592	04/29/2014	5718A-HughesNet VPN		105.00	10.24	26.98	142.22
	42853736	04/29/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	115.59	609.47
	42871889	04/29/2014	Actual-1000A-ROYALTY FEE		1,137.62	0.00	266.17	1,403.79
	42871905	04/29/2014	Actual-1215A-ADVERTISING		682.57	0.00	159.73	842.30
				Sub Total:	2,635.85	54.12	630.51	3,320.48
MAY-2014	26320531	05/21/2014	WYNREWARDS 5%		376.50	0.00	83.98	460.48
	42881796	05/30/2014	5718A-HughesNet VPN		105.00	10.24	25.19	140.43
	42882701	05/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	107.93	601.81
	42898597	05/30/2014	Actual-1000A-ROYALTY FEE		1,353.25	0.00	295.71	1,648.96
	42898598	05/30/2014	Actual-1215A-ADVERTISING		811.95	0.00	177.44	989.39
				Sub Total:	3 096.70	54.12	690.25	3,841.07

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JUN-2014	26327521	06/21/2014	WYNREWARDS 5%		235.94	0.00	48.97	284.91
	42910117	06/29/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	100.53	594.41
	42910815	06/29/2014	5718A-HughesNet VPN		105.00	10.24	23.46	138.70
	42927207	06/29/2014	Actual-1000A-ROYALTY FEE		1,164.08	0.00	236.88	1,400.96
	42927208	06/29/2014	Actual-1215A-ADVERTISING		698.45	0.00	142.17	840.62
				Sub Total:	2,653.47	54.12	552.01	3,259.60
JUL-2014	26334698	07/21/2014	WYNREWARDS 5%		546.84	0.00	105.27	652.11
	42938825	07/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	92.87	586.75
	42939667	07/30/2014	5718A-HughesNet VPN		105.00	10.24	21.67	136.91
	42957242	07/30/2014	Actual-1000A-ROYALTY FEE		1,758.33	0.00	330.53	2,088.86
	42957364	07/30/2014	Actual-1215A-ADVERTISING		1,055.00	0.00	198.36	1,253.36
				Sub Total:	3,915.17	54.12	748.70	4,717.99
AUG-2014	26338313	08/21/2014	WYNREWARDS 5%		373.22	0.00	66.06	439.28
	42959267	08/30/2014	5718A-HughesNet VPN		105.00	10.23	19.89	135.12
	42959293	08/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	85.18	579.05
	42968614	08/30/2014	Actual-1000A-ROYALTY FEE		1,517.07	0.00	261.70	1,778.77
	42968624	08/30/2014	Actual-1215A-ADVERTISING		910.24	0.00	157.00	1,067.24
				Sub Total:	3,355.53	54.10	589.83	3,999.46
SEP-2014	26343116	09/21/2014	WYNREWARDS 5%		489.12	0.00	79.01	568.13
	42986223	09/29/2014	HughesNet VPN:Franchisee;;24953:01-MAR-12:28-FEB-15:		105.00	10.23	18.16	133.39
	42986269	09/29/2014	WYNGUEST SUBSCRIPTION:Franchisee;;24953:01-AUG-12:31-JUL-15:		450.00	43.87	77.77	571.64
	43006497	09/29/2014	Actual-1000A-ROYALTY FEE		1,106.02	0.00	174.19	1,280.21
	43006860	09/29/2014	Actual-1215A-ADVERTISING		663.61	0.00	104.51	768.12
				Sub Total:	2,813.75	54.10	453.64	3,321.49
OCT-2014	26350590	10/21/2014	WYNREWARDS 5%		251.07	0.00	36.80	287.87
	30955517	10/09/2014	SUPER8 TRAINING		170.00	16.57	28.46	215.03
	30961648	10/16/2014	GLOBAL CONFERENCE		1,049.00	0.00	84.98	1,133.98
	43016883	10/30/2014	5718A-HughesNet VPN		105.00	10.23	16.38	131.61
	43017702	10/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	70.12	563.99
	43026571	10/30/2014	Actual-1000A-ROYALTY FEE		1,011.28	0.00	143.59	1,154.87
	43026756	10/30/2014	Actual-1215A-ADVERTISING		606.77	0.00	86.14	692.91
				Sub Total:	3,643.12	70.67	466.47	4,180.26
NOV-2014	26356306	11/21/2014	WYNREWARDS 5%		220.15	0.00	28.82	248.97
	43046145	11/29/2014	5718A-HughesNet VPN		105.00	10.23	14.64	129.87
	43047127	11/29/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	62.72	556.59

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	43063993	11/29/2014	Actual-1000A-ROYALTY FEE		780.89	0.00	99.14	880.03
	43064181	11/29/2014	Actual-1215A-ADVERTISING		468.53	0.00	59.51	528.04
				Sub Total:	2,024.57	54.10	264.83	2,343.50
DEC-2014	26361274	12/21/2014	WYNREWARDS 5%		3.55	0.00	26.28	252.83
	43072920	12/30/2014	5718A-HughesNet VPN		105.00	10.23	12.85	128.08
	43073802	12/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	55.07	548.94
	43089728	12/30/2014	Actual-1215A-ADVERTISING		439.65	0.00	48.99	488.64
	43090211	12/30/2014	Actual-1000A-ROYALTY FEE		732.75	0.00	81.69	814.44
				Sub Total:	1,953.95	54.10	224.88	2,232.93
JAN-2015	26366181	01/21/2015	WYNREWARDS 5%		274.39	0.00	27.59	301.98
	43102575	01/30/2015	5718A-HughesNet VPN		105.00	10.23	11.07	126.30
	43102838	01/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	47.41	541.28
	43123919	01/30/2015	Actual-1000A-ROYALTY FEE		625.58	0.00	60.05	685.63
	43123922	01/30/2015	Actual-1215A-ADVERTISING		375.35	-0.00	36.04	411.39
				Sub Total:	1,830.32	54.10	182.16	2,066.58
FEB-2015	26372637	02/21/2015	WYNREWARDS 5%		147.99	0.00	12.58	160.57
	30996867	02/09/2015	2015 AH&LA Fees		80.00	0.00	0.00	80.00
	43129151	02/27/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	40.50	534.37
	43131857	02/27/2015	5718A-HughesNet VPN		105.00	10.23	9.45	124.68
	43148368	02/27/2015	Actual-1215A-ADVERTISING		537.97	0.00	44.12	582.09
	43148748	02/27/2015	Actual-1000A-ROYALTY FEE		896.61	0.00	73.53	970.14
				Sub Total:	2,217.57	54.10	180.18	2,451.85
MAR-2015	26378812	03/21/2015	WYNREWARDS 5%		257.78	0.00	18.31	276.09
	43159157	03/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	32.84	526.71
	43159323	03/30/2015	5718A-HughesNet VPN		105.00	10.23	7.67	122.90
	43181034	03/30/2015	Actual-1000A-ROYALTY FEE		998.45	0.00	66.41	1,064.86
	43181059	03/30/2015	Actual-1215A-ADVERTISING		599.07	0.00	39.86	638.93
				Sub Total:	2,410.30	54.10	165.09	2,629.49
APR-2015	26385176	04/21/2015	WYNREWARDS 5%		442.17	0.00	24.53	466.70
	43185760	04/29/2015	5718A-HughesNet VPN		105.00	10.23	5.93	121.16
	43187383	04/29/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	25.44	519.31
	43208345	04/29/2015	Actual-1215A-ADVERTISING		581.25	0.00	29.94	611.19
	43208895	04/29/2015	Actual-1000A-ROYALTY FEE		968.75	0.00	49.89	1,018.64
				Sub Total:	2,547.17	54.10	135.73	2,737.00
MAY-2015	26391918	05/21/2015	WYNREWARDS 5%		333.42	0.00	13.50	346.92
	43213074	05/30/2015	5718A-HughesNet VPN		105.00	10.23	4.15	119.38
	43214277	05/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	17.78	511.65
	43232204	05/30/2015	Actual-1000A-ROYALTY FEE		1,199.54	0.00	43.18	1,242.72

Mon Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	43232205	05/30/2015	Actual-1215A-ADVERTISING		719.72	0.00	25.92	745.64
				Sub Total:	2,807.68	54.10	104.53	2,966.31
JUN-2015	26395997	06/21/2015	WYNREWARDS 5%		485.61	0.00	12.14	497.75
	31036347	06/29/2015	TMC RADIUS CREDIT		-2.90	0.00	0.00	-2.90
	43240543	06/29/2015	5718A-HughesNet VPN		105.00	10.23	2.42	117.65
	43241891	06/29/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	10.37	504.24
	43263696	06/29/2015	Actual-1000A-ROYALTY FEE		914.92	0.00	19.21	934.13
	43263697	06/29/2015	Actual-1215A-ADVERTISING		548.95	0.00	11.52	560.47
				Sub Total:	2,501.58	54.10	55.66	2,611.34
JUL-2015	26403741	07/21/2015	WYNREWARDS 5%		251.56	0.00	2.52	254.08
	43268450	07/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	2.72	496.59
	43270532	07/30/2015	5718A-HughesNet VPN		105.00	10.23	0.63	115.86
	43291871	07/30/2015	Actual-1000A-ROYALTY FEE		1,044.56	0.00	5.75	1,050.31
	43291872	07/30/2015	Actual-1215A-ADVERTISING		626.73	0.00	3.45	630.18
				Sub Total:	2,477.85	54.10	15.07	2,547.02
AUG-2015	26416675	08/21/2015	WYNREWARDS 5%		240.17	0.00	0.00	240.17
	43296882	08/30/2015	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	0.00	508.68
	43297589	08/30/2015	5718A-HughesNet VPN		105.00	10.23	0.00	115.23
	43319487	08/30/2015	Actual-1000A-ROYALTY FEE		727.87	0.00	0.00	727.87
	43319488	08/30/2015	Actual-1215A-ADVERTISING		436.72	0.00	0.00	436.72
				Sub Total:	1,973.26	55.41	0.00	2,028.67
SEP-2015	26424577	09/21/2015	WR FREE ENROLLMENTS		-17.24	0.00	0.00	-17.24
	26424578	09/21/2015	WYNREWARDS 5%		323.20	0.00	0.00	323.20
				Sub Total:	305.96	0.00	0.00	305.96
				Grand Total:	104,681.55	2,081.99	31,129.64	137,893.18

Requested By: Patrick Yeu

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

Shipment Receipt

Transaction Date: 29 Sep 2015 **Tracking Number:** 1Z22445X0294079414

1 Address Information

Ship To:
Ripley Motel, LLC
Hal Hunter
545 Virginia
NEW MADRID MO 638691753

Ship From:
Wyndham Hotel Group - 22 Sylvan
Patrick Yeu
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-7831

Return Address:
Wyndham Hotel Group - 22 Sylvan
Patrick Yeu
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-7831

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Thursday, Oct 1, 2015
Shipping Fees Subtotal:	20.18 USD
Transportation	17.10 USD
Fuel Surcharge	0.73 USD
Delivery Area Surcharge- Extended	
Package 1	2.35 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

Charges: 20.18 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges: 9.29 USD
Total Charges: 9.29 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT M

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445

November 18, 2015

VIA 2 DAY DELIVERY METHOD

Mr. Hal Hunter
Ripley Motel, LLC
545 Virginia
New Madrid, MO 63869

Re: **NOTICE OF CONTINUING MONETARY DEFAULT relating to Super 8® System Unit #12398-87842-01 located in Ripley, TN (the "Facility")**

Dear Mr. Hunter:

I write on behalf of Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated June 11, 1999, as amended, between Ripley Motel, LLC, ("you" or "your") and us (the "Agreement"). You will recall that, on June 26, 2013, October 30, 2013, January 16, 2014, April 18, 2014, June 16, 2014, October 31, 2014, February 5, 2015, June 1, 2015 and September 29, 2015, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within thirty (30) days. However, you did not cure your defaults within the time permitted.

Your failure to cure your defaults within the time permitted allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of thirty (30) days from the date of this letter to cure your default. Please be advised that as of November 16, 2015, your account is now past due in the amount of **$146,646.30**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this Notice, we are also informing your Guarantors of your default.

DOLCE · WYNDHAM GRAND HOTELS AND RESORTS · WYNDHAM HOTELS AND RESORTS · WYNDHAM GARDEN HOTELS · WINGATE · HAWTHORN · MICROTEL
RAMADA · BAYMONT · Days Inn · 8 · Howard Johnson · Travelodge

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Joe Maida
Director
Contracts Compliance

Enclosure

cc: Gene E. Huegerich (Guarantor)
Thomas J. Wieland (Guarantor)
Mike Mueller
Alice Lazore
Dianna Bayas
Michael Piccola
Suzanne Fenimore

ITEMIZED STATEMENT

Report Date: 16-Nov-2015

As of Date (DD-MMM-YYYY)	:	16-Nov-2015
Customer No	:	12398-87842-01-SUP
Category Set	:	
Category Group	:	
Group No	:	
Bankruptcy	:	No Bankruptcy Sites
Disputed	:	No
Finance Charges Included	:	Yes
Customer No	:	12398-87842-01-SUP
Address	:	545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date	:	16-Nov-2015

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
MAR-2012	30673456	03/15/2012	GLOBAL CONFERENCE		100.00	0.00	30.60	130.60
	42113823	03/31/2012	Actual-1215A-ADVERTISING		665.58	0.00	378.71	1,044.29
				Sub Total:	765.58	0.00	409.31	1,174.89
APR-2012	42148761	04/30/2012	Actual-1215A-ADVERTISING		624.06	0.00	393.09	1,017.15
				Sub Total:	624.06	0.00	393.09	1,017.15
MAY-2012	1292995	05/25/2012	GDS & INTERNET BKGS		5.95	0.00	3.65	9.60
	26232852	05/22/2012	WYNREWARDS 5%		170.19	0.00	105.33	275.52
	42164683	05/31/2012	5718A-HughesNet VPN		105.00	10.24	70.88	186.12
	42164725	05/31/2012	5625A-PRM SUPPORT		93.71	0.00	57.60	151.31
	42176278	05/31/2012	Actual-1215A-ADVERTISING		784.21	0.00	481.94	1,266.15
				Sub Total:	1,159.06	10.24	719.40	1,888.70
JUN-2012	26235756	06/22/2012	WYNREWARDS 5%		243.92	0.00	147.19	391.11
	42195127	06/30/2012	5718A-HughesNet VPN		105.00	10.24	69.15	184.39
	42195526	06/30/2012	5625A-PRM SUPPORT		93.71	0.00	56.20	149.91
	42212087	06/30/2012	Actual-1000A-ROYALTY FEE		1,300.09	0.00	779.35	2,079.44
	42212845	06/30/2012	Actual-1215A-ADVERTISING		780.06	0.00	467.61	1,247.67
				Sub Total:	2,522.78	10.24	1,519.50	4,052.52
JUL-2012	26240944	07/22/2012	WYNREWARDS 5%		175.36	0.00	103.24	278.60
	42220038	07/30/2012	5718A-HughesNet VPN		105.00	10.24	67.42	182.66
	42220637	07/30/2012	5625A-PRM SUPPORT		93.71	0.00	54.80	148.51
	42236542	07/31/2012	Actual-1215A-ADVERTISING		940.01	0.00	548.96	1,488.97
	42237557	07/31/2012	Actual-1000A-ROYALTY FEE		1,566.69	0.00	914.88	2,481.57

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	2,880.77	10.24	1,689.30	4,580.31
AUG-2012	1312382	08/24/2012	GDS & INTERNET BKGS		5.25	0.00	2.99	8.24
	26243278	08/22/2012	WYNREWARDS 5%		354.93	0.00	203.31	558.24
	42256594	08/31/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	280.85	774.73
	42256819	08/31/2012	5718A-HughesNet VPN		105.00	10.24	65.57	180.81
	42270443	08/31/2012	Actual-1000A-ROYALTY FEE		1,455.47	0.00	827.43	2,282.90
	42271921	08/31/2012	Actual-1215A-ADVERTISING		873 28	0.00	496.54	1,369.82
				Sub Total:	3,243.93	54.12	1,876.69	5,174.74
SEP-2012	26247404	09/22/2012	WYNREWARDS 5%		155.52	0.00	86.68	242.20
	42284989	09/30/2012	5718A-HughesNet VPN		105.00	10.24	63.84	179.08
	42286546	09/30/2012	5034A-WYNGUEST SUBSCRIPTION		450 00	43.88	273.44	767.32
	42303779	09/30/2012	Actual-1000A-ROYALTY FEE		1,532.58	0.00	848.23	2,380.81
	42305547	09/30/2012	Actual-1215A-ADVERTISING		919.55	0.00	508.86	1,428.41
				Sub Total:	3,162.65	54.12	1,781.05	4,997.82
OCT-2012	26250020	10/22/2012	WYNREWARDS 5%		306.45	0.00	166.28	472.73
	30723046	10/02/2012	SUPER8 TRAINING		150.00	14.63	90.92	255.55
	42319104	10/31/2012	5718A-HughesNet VPN		105.00	10.24	62.05	177.29
	42319880	10/31/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	265.78	759.66
	42332027	10/31/2012	Actual-1000A-ROYALTY FEE		1,225.62	0.00	659.37	1,884.99
	42332422	10/31/2012	Actual-1215A-ADVERTISING		735.37	0.00	395.67	1,131.04
				Sub Total:	2,972.44	68.75	1,640.07	4,681.26
NOV-2012	1331224	11/19/2012	GDS & INTERNET BKGS		27.25	0.00	14.39	41.64
	26253058	11/22/2012	WYNREWARDS CRDT		-236.84	0.00	0.00	-236.84
	26254005	11/22/2012	WYNREWARDS 5%		238.70	0.00	125.78	364.48
	42345832	11/30/2012	5718A-HughesNet VPN		105.00	10.24	60.32	175.56
	42347212	11/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	258.37	752.25
	42363080	11/30/2012	Actual-1000A-ROYALTY FEE		1,072.32	0.00	560.75	1,633.07
	42365178	11/30/2012	Actual-1215A-ADVERTISING		643.39	0.00	336.45	979.84
	TA0331224	11/19/2012	T/A COMMISSIONS		5.51	0.00	2.95	8.46
	TM0331224	11/19/2012	MEMBER BENEFIT COMM		8.87	0.00	4.68	13.55
				Sub Total:	2,314.20	54.12	1,363.69	3,732.01
DEC-2012	1342886	12/19/2012	GDS & INTERNET BKGS		23.00	0.00	11.91	34.91
	26256294	12/22/2012	WYNREWARDS CRDT		-34.03	0.00	0.00	-34.03
	26257845	12/22/2012	WYNREWARDS 5%		220.17	0.00	112.64	332.81
	42380903	12/31/2012	5718A-HughesNet VPN		105.00	10.24	58.53	173.77
	42382545	12/31/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	250.71	744.59
	42395697	12/31/2012	Actual-1215A-ADVERTISING		524.82	0.00	266.27	791.09
	42396174	12/31/2012	Actual-1000A-ROYALTY FEE		874.71	0.00	443.95	1,318.66
	TA0342886	12/19/2012	T/A COMMISSIONS		63.71	0.00	32.79	96.50
	TC0342886	12/19/2012	T/A COMM SERVICE CHG		5.12	0.00	2.66	7.78
	TM0342886	12/19/2012	MEMBER BENEFIT COMM		4.64	0.00	2.34	6.98

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	TR0342886	12/19/2012	TMC / CONSORTIA		17.43	0.00	8.92	26.35
				Sub Total:	2,254.57	54.12	1,190.72	3,499.41
JAN-2013	1350426	01/25/2013	GDS & INTERNET BKGS		15.75	0.00	7.78	23.53
	26260508	01/22/2013	WYNREWARDS 5%		195.47	0.00	97.04	292.51
	26261686	01/22/2013	WYNREWARDS CRDT		-102.69	0.00	0.00	-102.69
	42401904	01/31/2013	5718A-HughesNet VPN		105.00	10.24	56.75	171.99
	42401935	01/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	243.06	736.94
	42425062	01/31/2013	Actual-1000A-ROYALTY FEE		657.89	0.00	323.75	981.64
	42425690	01/31/2013	Actual-1215A-ADVERTISING		394.74	0.00	194.23	588.97
				Sub Total:	1,716.16	54.12	922.61	2,692.89
FEB-2013	10658622	02/21/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	77.04	237.04
	10658624	02/21/2013	GUEST SATISFACTION		30.00	0.00	14.52	44.52
	26263946	02/22/2013	WYNREWARDS 5%		149.57	0.00	71.91	221.48
	42442002	02/28/2013	5718A-HughesNet VPN		105.00	10.24	55.13	170.37
	42442218	02/28/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	236.14	730.02
	42455233	02/28/2013	Actual-1000A-ROYALTY FEE		918.80	0.00	439.13	1,357.93
	42455330	02/28/2013	Actual-1215A-ADVERTISING		551.28	0.00	263.47	814.75
				Sub Total:	2,364.65	54.12	1,157.34	3,576.11
MAR-2013	26265854	03/22/2013	WYNREWARDS 5%		129.56	0.00	60.47	190.03
	42471491	03/31/2013	5718A-HughesNet VPN		105.00	10.24	53.34	168.58
	42473216	03/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	228.48	722.36
	42488643	03/31/2013	Actual-1000A-ROYALTY FEE		1,141.35	0.00	527.86	1,669.21
	42488644	03/31/2013	Actual-1215A-ADVERTISING		684.81	0.00	316.66	1,001.47
				Sub Total:	2,510.72	54.12	1,186.81	3,751.65
APR-2013	26271303	04/22/2013	WYNREWARDS 5%		198.68	0.00	89.70	288.38
	30783448	04/05/2013	GLOBAL CONFERENCE		1,049.00	0.00	412.84	1,461.84
	42501710	04/30/2013	5718A-HughesNet VPN		105.00	10.24	51.61	166.85
	42503218	04/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	221.07	714.95
	42517976	04/30/2013	Actual-1000A-ROYALTY FEE		1,138.34	0.00	509.42	1,647.76
	42517977	04/30/2013	Actual-1215A-ADVERTISING		683.01	0.00	305.73	988.74
				Sub Total:	3,624.03	54.12	1,590.37	5,268.52
MAY-2013	26273207	05/22/2013	WYNREWARDS 5%		249.85	0.00	109.06	358.91
	42524437	05/31/2013	5718A-HughesNet VPN		105.00	10.24	49.82	165.06
	42525184	05/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	213.41	707.29
	42547489	05/31/2013	Actual-1000A-ROYALTY FEE		1,179.27	0.00	509.47	1,688.74
	42547566	05/31/2013	Actual-1215A-ADVERTISING		707.56	0.00	305.67	1,013.23
				Sub Total:	2,691.68	54.12	1,187.43	3,933.23

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JUN-2013	26279175	06/22/2013	WYNREWARDS 5%		144.42	0.00	60.84	205.26
	42558785	06/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	206.00	699.88
	42560511	06/30/2013	5718A-HughesNet VPN		105.00	10.24	48.09	163.33
	42576197	06/30/2013	Actual-1215A-ADVERTISING		675.66	0.00	281.68	957.34
	42576445	06/30/2013	Actual-1000A-ROYALTY FEE		1,126.10	0.00	469.54	1,595.64
				Sub Total:	2,501.18	54.12	1,066.15	3,621.45
JUL-2013	26279375	07/22/2013	WYNREWARDS 5%		263.27	0.00	106.89	370.16
	42585466	07/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	198.34	692.22
	42589796	07/31/2013	5718A-HughesNet VPN		105.00	10.24	46.30	161.54
	42610622	07/31/2013	Actual-1000A-ROYALTY FEE		1,137.05	0.00	456.53	1,593.58
	42610623	07/31/2013	Actual-1215A-ADVERTISING		682.23	0.00	273.85	956.08
				Sub Total:	2,637.55	54.12	1,081.91	3,773.58
AUG-2013	1398826	08/23/2013	GDS & INTERNET BKGS		6.25	0.00	2.43	8.68
	26283200	08/22/2013	WYNREWARDS 5%		353.22	0.00	137.91	491.13
	30828772	08/22/2013	On Site Fee		100.00	0.00	39.35	139.35
	42621763	08/31/2013	5718A-HughesNet VPN		105.00	10.24	44.51	159.75
	42623702	08/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	190.68	684.56
	42636022	08/31/2013	Actual-1000A-ROYALTY FEE		1,220.49	0.00	471.17	1,691.66
	42636132	08/31/2013	Actual-1215A-ADVERTISING		732.29	0.00	282.62	1,014.91
				Sub Total:	2,967.25	54.12	1,168.67	4,190.04
SEP-2013	26286689	09/22/2013	WYNREWARDS 5%		377.97	0.00	141.76	519.73
	30839181	09/17/2013	SUPER8 TRAINING		170.00	16.58	70.45	257.03
	42651034	09/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	183.27	677.15
	42652751	09/30/2013	5718A-HughesNet VPN		105.00	10.24	42.78	158.02
	42665301	09/30/2013	Actual-1215A-ADVERTISING		814.21	0.00	302.04	1,116.25
	42665302	09/30/2013	Actual-1000A-ROYALTY FEE		1,357.02	0.00	503.47	1,860.49
				Sub Total:	3,274.20	70.70	1,243.77	4,588.67
OCT-2013	26290747	10/22/2013	WYNREWARDS 5%		387.15	0.00	139.38	526.53
	42673801	10/31/2013	5718A-HughesNet VPN		105.00	10.24	40.99	156.23
	42675122	10/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	175.61	669.49
	42695167	10/31/2013	Actual-1000A-ROYALTY FEE		1,030.37	0.00	366.34	1,396.71
	42695259	10/31/2013	Actual-1215A-ADVERTISING		618.22	0.00	219.74	837.96
	TA0417247	10/25/2013	T/A COMMISSIONS		14.16	0.00	5.07	19.23
				Sub Total:	2,604.90	54.12	947.13	3,606.15
NOV-2013	26294790	11/22/2013	WYNREWARDS 5%		302.14	0.00	104.05	406.19
	42701191	11/30/2013	5718A-HughesNet VPN		105.00	10.24	39.26	154.50
	42701747	11/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	168.20	662.08
	42724787	11/30/2013	Actual-1000A-ROYALTY FEE		1,003.56	0.00	341.73	1,345.29
	42724788	11/30/2013	Actual-1215A-ADVERTISING		602.13	0.00	204.99	807.12

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				Sub Total:	2,462.83	54.12	858.23	3,375.18
DEC-2013	26298278	12/22/2013	WYNREWARDS 5%		89.64	0.00	29.49	119.13
	42730881	12/31/2013	5718A-HughesNet VPN		105.00	10.24	37.47	152.71
	42731158	12/31/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	160.54	654.42
	42740960	12/31/2013	Actual-1000A-ROYALTY FEE		860.92	0.00	279.73	1,140.65
	42740961	12/31/2013	Actual-1215A-ADVERTISING		516.55	0.00	167.90	684.45
				Sub Total:	2,022.11	54.12	675.13	2,751.36
JAN 2014	26301836	01/22/2014	WYNREWARDS 5%		148.10	0.00	46.52	194.62
	42759480	01/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	152.89	646.77
	42759781	01/31/2014	5718A-HughesNet VPN		105.00	10.24	35.69	150.93
	42785786	01/31/2014	Actual-1000A-ROYALTY FEE		629.34	0.00	194.75	824.09
	42785787	01/31/2014	Actual-1215A-ADVERTISING		377.61	0.00	116.82	494.43
				Sub Total:	1,710.05	54.12	546.67	2,310.84
FEB-2014	26308691	02/22/2014	WYNREWARDS 5%		182.53	0.00	54.51	237.04
	42796223	02/28/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	145.97	639.85
	42796765	02/28/2014	5718A-HughesNet VPN		105.00	10.24	34.07	149.31
	42813335	02/28/2014	Actual-1000A-ROYALTY FEE		905.41	0.00	267.53	1,172.94
	42813336	02/28/2014	Actual-1215A-ADVERTISING		543.24	0.00	160.54	703.78
				Sub Total:	2,186.18	54.12	662.62	2,902.92
MAR-2014	26309756	03/22/2014	WYNREWARDS 5%		120.47	0.00	34.33	154.80
	42824087	03/31/2014	5718A-HughesNet VPN		105.00	10.24	32.28	147.52
	42825555	03/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	138.31	632.19
	42841595	03/31/2014	Actual-1000A-ROYALTY FEE		1,042.97	0.00	292.02	1,334.99
	42841596	03/31/2014	Actual-1215A-ADVERTISING		625.78	0.00	175.24	801.02
				Sub Total:	2,344.22	54.12	672.18	3,070.52
APR-2014	26315953	04/22/2014	WYNREWARDS 5%		260.66	0.00	70.12	330.78
	42852592	04/30/2014	5718A-HughesNet VPN		105.00	10.24	30.55	145.79
	42853736	04/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	130.90	624.78
	42871889	04/30/2014	Actual-1000A-ROYALTY FEE		1,137.62	0.00	301.43	1,439.05
	42871905	04/30/2014	Actual-1215A-ADVERTISING		682.57	0.00	180.89	863.46
				Sub Total:	2,635.85	54.12	713.89	3,403.86
MAY-2014	26320531	05/22/2014	WYNREWARDS 5%		376.50	0.00	95.65	472.15
	42881796	05/31/2014	5718A-HughesNet VPN		105.00	10.24	28.76	144.00
	42882701	05/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	123.24	617.12
	42898597	05/31/2014	Actual-1000A-ROYALTY FEE		1,353.25	0.00	337.66	1,690.91
	42898598	05/31/2014	Actual-1215A-ADVERTISING		811.95	0.00	202.61	1,014.56
				Sub Total:	3,096.70	54.12	787.92	3,938.74

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JUN-2014	26327521	06/22/2014	WYNREWARDS 5%		235.94	0.00	56.29	292.23
	42910117	06/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	115.84	609.72
	42910815	06/30/2014	5718A-HughesNet VPN		105.00	10.24	27.03	142.27
	42927207	06/30/2014	Actual-1000A-ROYALTY FEE		1,164.08	0.00	272.97	1,437.05
	42927208	06/30/2014	Actual-1215A-ADVERTISING		698.45	0.00	163.83	862.28
				Sub Total:	2,653.47	54.12	635.96	3,343.55
JUL-2014	26334698	07/22/2014	WYNREWARDS 5%		546.84	0.00	122.22	669.06
	42938825	07/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	108.18	602.06
	42939667	07/31/2014	5718A-HughesNet VPN		105.00	10.24	25.24	140.48
	42957242	07/31/2014	Actual-1000A-ROYALTY FEE		1,758.33	0.00	385.03	2,143.36
	42957364	07/31/2014	Actual-1215A-ADVERTISING		1,055.00	0.00	231.07	1,286.07
				Sub Total:	3,915.17	54.12	871.74	4,841.03
AUG-2014	26338313	08/22/2014	WYNREWARDS 5%		373.22	0.00	77.63	450.85
	42959267	08/31/2014	5718A-HughesNet VPN		105.00	10.23	23.46	138.69
	42959293	08/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	100.49	594.36
	42968614	08/31/2014	Actual-1000A-ROYALTY FEE		1,517.07	0.00	308.73	1,825.80
	42968624	08/31/2014	Actual-1215A-ADVERTISING		910.24	0.00	185.21	1,095.45
				Sub Total:	3,355.53	54.10	695.52	4,105.15
SEP-2014	26343116	09/22/2014	WYNREWARDS 5%		489.12	0.00	94.18	583.30
	42986223	09/30/2014	HughesNet VPN:Franchisee;;24953:01-MAR-12:28-FEB-15:		105.00	10.23	21.73	136.96
	42986269	09/30/2014	WYNGUEST SUBSCRIPTION:Franchisee;;24953:01-AUG-12:31-JUL-15:		450.00	43.87	93.08	586.95
	43006497	09/30/2014	Actual-1000A-ROYALTY FEE		1,106.02	0.00	208.48	1,314.50
	43006860	09/30/2014	Actual-1215A-ADVERTISING		663.61	0.00	125.08	788.69
				Sub Total:	*2,813.75*	*54.10*	*542.55*	*3,410.40*
OCT-2014	26350590	10/22/2014	WYNREWARDS 5%		251.07	0.00	44.59	295.66
	30955517	10/10/2014	SUPER8 TRAINING		170.00	16.57	34.25	220.82
	30961648	10/17/2014	GLOBAL CONFERENCE		1,049.00	0.00	117.50	1,166.50
	43016883	10/31/2014	5718A-HughesNet VPN		105.00	10.23	19.95	135.18
	43017702	10/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	85.43	579.30
	43026571	10/31/2014	Actual-1000A-ROYALTY FEE		1,011.28	0.00	174.94	1,186.22
	43026756	10/31/2014	Actual-1215A-ADVERTISING		606.77	0.00	104.95	711.72
				Sub Total:	3,643.12	70.67	581.61	4,295.40
NOV-2014	26356306	11/22/2014	WYNREWARDS 5%		220.15	0.00	35.64	255.79
	43046145	11/30/2014	5718A-HughesNet VPN		105.00	10.23	18.21	133.44
	43047127	11/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	78.03	571.90

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	43063993	11/30/2014	Actual-1000A-ROYALTY FEE		780.89	0.00	123.34	904.23
	43064181	11/30/2014	Actual-1215A-ADVERTISING		468.53	0.00	74.04	542.57
				Sub Total:	2,024.57	54.10	329.26	2,407.93
DEC-2014	26361274	12/22/2014	WYNREWARDS 5%		226.55	0.00	33.30	259.85
	43072920	12/31/2014	5718A-HughesNet VPN		105.00	10.23	16.42	131.65
	43073802	12/31/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	70.38	564.25
	43089728	12/31/2014	Actual-1215A-ADVERTISING		439.65	0.00	62.61	502.26
	43090211	12/31/2014	Actual-1000A-ROYALTY FEE		732.75	0.00	104.40	837.15
				Sub Total:	1,953.95	54.10	287.11	2,295.16
JAN-2015	26366181	01/22/2015	WYNREWARDS 5%		274.39	0.00	36.10	310.49
	43102575	01/31/2015	5718A-HughesNet VPN		105.00	10.23	14.64	129.87
	43102838	01/31/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	62.72	556.59
	43123919	01/31/2015	Actual-1000A-ROYALTY FEE		625.58	0.00	79.44	705.02
	43123922	01/31/2015	Actual-1215A-ADVERTISING		375.35	0.00	47.68	423.03
				Sub Total:	1,830.32	54.10	240.58	2,125.00
FEB-2015	26372637	02/22/2015	WYNREWARDS 5%		147.99	0.00	17.17	165.16
	30996867	02/10/2015	2015 AH&LA Fees		80.00	0.00	0.00	80.00
	43129151	02/28/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	55.81	549.68
	43131857	02/28/2015	5718A-HughesNet VPN		105.00	10.23	13.02	128.25
	43148368	02/28/2015	Actual-1215A-ADVERTISING		537.97	0.00	60.80	598.77
	43148748	02/28/2015	Actual-1000A-ROYALTY FEE		896.61	0.00	101.33	997.94
				Sub Total:	2,217.57	54.10	248.13	2,519.80
MAR-2015	26378812	03/22/2015	WYNREWARDS 5%		257.78	0.00	26.30	284.08
	43159157	03/31/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	48.15	542.02
	43159323	03/31/2015	5718A-HughesNet VPN		105.00	10.23	11.24	126.47
	43181034	03/31/2015	Actual-1000A-ROYALTY FEE		998.45	0.00	97.37	1,095.82
	43181059	03/31/2015	Actual-1215A-ADVERTISING		599.07	0.00	58.44	657.51
				Sub Total:	2,410.30	54.10	241.50	2,705.90
APR-2015	26385176	04/22/2015	WYNREWARDS 5%		442.17	0.00	38.23	480.40
	43185760	04/30/2015	5718A-HughesNet VPN		105.00	10.23	9.50	124.73
	43187383	04/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	40.75	534.62
	43208345	04/30/2015	Actual-1215A-ADVERTISING		581.25	0.00	47.96	629.21
	43208895	04/30/2015	Actual-1000A-ROYALTY FEE		968.75	0.00	79.92	1,048.67
				Sub Total:	2,547.17	54.10	216.36	2,817.63
MAY-2015	26391918	05/22/2015	WYNREWARDS 5%		333.42	0.00	23.83	357.25
	43213074	05/31/2015	5718A-HughesNet VPN		105.00	10.23	7.72	122.95
	43214277	05/31/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	33.09	526.96
	43232204	05/31/2015	Actual-1000A-ROYALTY FEE		1,199.54	0.00	80.36	1,279.90

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	43232205	05/31/2015	Actual-1215A-ADVERTISING		719.72	0.00	48.24	767.96
				Sub Total:	2,807.68	54.10	193.24	3,055.02
JUN-2015	26395997	06/22/2015	WYNREWARDS 5%		485.61	0.00	27.19	512.80
	31036347	06/30/2015	TMC RADIUS CREDIT		-2.90	0.00	0.00	-2.90
	43240543	06/30/2015	5718A-HughesNet VPN		105.00	10.23	5.99	121.22
	43241891	06/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	25.68	519.55
	43263696	06/30/2015	Actual-1000A-ROYALTY FEE		914.92	0.00	47.57	962.49
	43263697	06/30/2015	Actual-1215A-ADVERTISING		548.95	0.00	28.53	577.48
				Sub Total:	2,501.58	54.10	134.96	2,690.64
JUL-2015	26403741	07/22/2015	WYNREWARDS 5%		251.56	0.00	10.31	261.87
	43268450	07/31/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	18.03	511.90
	43270532	07/31/2015	5718A-HughesNet VPN		105.00	10.23	4.20	119.43
	43291871	07/31/2015	Actual-1000A-ROYALTY FEE		1,044.56	0.00	38.13	1,082.69
	43291872	07/31/2015	Actual-1215A-ADVERTISING		626.73	0.00	22.88	649.61
				Sub Total:	2,477.85	54.10	93.55	2,625.50
AUG-2015	26416675	08/22/2015	WYNREWARDS 5%		240.17	0.00	6.12	246.29
	43296882	08/31/2015	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	10.68	519.36
	43297589	08/31/2015	5718A-HughesNet VPN		105.00	10.23	2.42	117.65
	43319487	08/31/2015	Actual-1000A-ROYALTY FEE		727.87	0.00	15.29	743.16
	43319488	08/31/2015	Actual-1215A-ADVERTISING		436.72	0.00	9.17	445.89
				Sub Total:	1,973.26	55.41	43.68	2,072.35
SEP-2015	100747	09/30/2015	RETRAINFEE-SEP2015-1		250.00	0.00	1.50	251.50
	26424577	09/22/2015	WR FREE ENROLLMENTS		-17.24	0.00	0.00	-17.24
	26424578	09/22/2015	WYNREWARDS 5%		323.20	0.00	3.23	326.43
	31062585	09/29/2015	SUPER8 TRAINING		170.00	16.57	1.21	187.78
	43324654	09/30/2015	5718A-HughesNet VPN		105.00	10.23	0.69	115.92
	43326028	09/30/2015	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	3.05	511.73
	43346972	09/30/2015	Actual-1215A-ADVERTISING		763.52	0.00	4.58	768.10
	43346973	09/30/2015	Actual-1000A-ROYALTY FEE		1,272.54	0.00	7.64	1,280.18
				Sub Total:	3,330.52	71.98	21.90	3,424.40
OCT-2015	101215	10/31/2015	RETRAINFEE-OCT2015-1		250.00	0.00	0.00	250.00
	26426065	10/22/2015	WR FREE ENROLLMENTS		-5.22	0.00	0.00	-5.22
	26426066	10/22/2015	WYNREWARDS 5%		225.53	0.00	0.00	225.53
	43352085	10/31/2015	5718A-HughesNet VPN		105.00	10.23	0.00	115.23
	43353069	10/31/2015	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	0.00	508.68
	43373382	10/31/2015	Actual-1000A-ROYALTY FEE		789.19	0.00	0.00	789.19
	43373390	10/31/2015	Actual-1215A-ADVERTISING		473.51	0.00	0.00	473.51
				Sub Total:	2,301.51	55.41	0.00	2,356.92

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Grand Total:	110,007.62	2,209.38	34,429.30	146,646.30

Requested By: Yelena Danishevsky

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

Shipment Receipt

Transaction Date: 18 Nov 2015 **Tracking Number:** 1Z22445X0296424966

1 Address Information

Ship To:
Ripley Motel Llc
Hal Hunter Iii
Super 8
545 Virginia St.
NEW MADRID MO 638691753
Telephone:(573) 748-5586

Ship From:
Wyndham Hotel Group - 22 Sylvan
Elena Danishevsky
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-7236

Return Address:
Wyndham Hotel Group - 22 Sylvan
Elena Danishevsky
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-7236

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Friday, Nov 20, 2015
Shipping Fees Subtotal:	20.33 USD
Transportation	17.10 USD
Fuel Surcharge	0.88 USD
Delivery Area Surcharge- Extended	
Package 1	2.35 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

Charges: 20.33 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges: 9.35 USD

Total Charges: 9.35 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT N

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445

March 24, 2015

VIA 2 DAY DELIVERY METHOD

Mr. Hal Hunter
Ripley Motel, LLC
545 Virginia
New Madrid, MO 63869

Re: **NOTICE OF CONTINUING MONETARY DEFAULT relating to Super 8® System Unit #12398-87842-01 located in Ripley, TN (the "Facility")**

Dear Mr. Hunter:

I write on behalf of Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated June 11, 1999, as amended, between Ripley Motel, LLC, ("you" or "your") and us (the "Agreement"). You will recall that, on June 26, 2013, October 30, 2013, January 16, 2014, April 18, 2014, June 16, 2014, October 31, 2014, February 5, 2015, June 1, 2015, September 29, 2015 and November 18, 2015, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within thirty (30) days. However, you did not cure your defaults within the time permitted.

Your failure to cure your defaults within the time permitted allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of thirty (30) days from the date of this letter to cure your default. Please be advised that as of March 24, 2016, your account is now past due in the amount of **$162,674.71**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this Notice, we are also informing your Guarantors of your default.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Suzanne Fenimore
Senior Director
Contracts Compliance

Enclosure

cc: Gene E. Huegerich (Guarantor)
Thomas J. Wieland (Guarantor)
Mike Mueller
Alice Lazore
Dianna Bayas
Michael Piccola
Joe Maida

DOLCE | WYNDHAM GRAND HOTELS AND RESORTS | WYNDHAM HOTELS AND RESORTS | WYNDHAM GARDEN HOTELS | TRYP | WINGATE | HAWTHORN | MICROTEL
RAMADA | BAYMONT | Days Inn | 8 | Howard Johnson | Travelodge | Knights Inn

ITEMIZED STATEMENT

Report Date: 24-Mar-2016

As of Date (DD-MMM-YYYY)	:	24-Mar-2016
Customer No	:	12398-87842-01-SUP
Category Set	:	
Category Group	:	
Group No	:	
Bankruptcy	:	No Bankruptcy Sites
Disputed	:	No
Finance Charges Included	:	Yes
Customer No	:	12398-87842-01-SUP
Address	:	545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date	:	24-Mar-2016

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
MAR-2012	30673456	03/14/2012	GLOBAL CONFERENCE		100.00	0.00	30.60	130.60
	42113823	03/30/2012	Actual-1215A-ADVERTISING		665.58	0.00	400.71	1,066.29
				Sub Total:	**765.58**	**0.00**	**431.31**	**1,196.89**
APR-2012	42148761	04/29/2012	Actual-1215A-ADVERTISING		624.06	0.00	430.53	1,054.59
				Sub Total:	**624.06**	**0.00**	**430.53**	**1,054.59**
MAY-2012	1292995	05/24/2012	GDS & INTERNET BKGS		5.95	0.00	4.01	9.96
	26232852	05/21/2012	WYNREWARDS 5%		170.19	0.00	115.55	285.74
	42164683	05/30/2012	5718A-HughesNet VPN		105.00	10.24	77.80	193.04
	42164725	05/30/2012	5625A-PRM SUPPORT		93.71	0.00	63.22	156.93
	42176278	05/30/2012	Actual-1215A-ADVERTISING		784.21	0.00	529.00	1,313.21
				Sub Total:	**1,159.06**	**10.24**	**789.58**	**1,958.88**
JUN-2012	26235756	06/21/2012	WYNREWARDS 5%		243.92	0.00	161.83	405.75
	42195127	06/29/2012	5718A-HughesNet VPN		105.00	10.24	76.07	191.31
	42195526	06/29/2012	5625A-PRM SUPPORT		93.71	0.00	61.82	155.53
	42212087	06/29/2012	Actual-1000A-ROYALTY FEE		1,300.09	0.00	857.35	2,157.44
	42212845	06/29/2012	Actual-1215A-ADVERTISING		780.06	0.00	514.41	1,294.47
				Sub Total:	**2,522.78**	**10.24**	**1,671.48**	**4,204.50**
JUL-2012	26240944	07/21/2012	WYNREWARDS 5%		175.36	0.00	113.76	289.12
	42220038	07/29/2012	5718A-HughesNet VPN		105.00	10.24	74.34	189.58
	42220637	07/29/2012	5625A-PRM SUPPORT		93.71	0.00	60.42	154.13
	42236542	07/30/2012	Actual-1215A-ADVERTISING		940.01	0.00	605.36	1,545.37
	42237557	07/30/2012	Actual-1000A-ROYALTY FEE		1,566.69	0.00	1,008.88	2,575.57

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	2,880.77	10.24	1,862.76	4,753.77
AUG-2012	1312382	08/23/2012	GDS & INTERNET BKGS		5.25	0.00	3.31	8.56
	26243278	08/21/2012	WYNREWARDS 5%		354.93	0.00	224.61	579.54
	42256594	08/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	310.49	804.37
	42256819	08/30/2012	5718A-HughesNet VPN		105.00	10.24	72.49	187.73
	42270443	08/30/2012	Actual-1000A-ROYALTY FEE		1,455.47	0.00	914.75	2,370.22
	42271921	08/30/2012	Actual-1215A-ADVERTISING		873.28	0.00	548.94	1,422.22
				Sub Total:	3,243.93	54.12	2,074.59	5,372.64
SEP-2012	26247404	09/21/2012	WYNREWARDS 5%		155.52	0.00	96.02	251.54
	42284989	09/29/2012	5718A-HughesNet VPN		105.00	10.24	70.76	186.00
	42286546	09/29/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	303.08	796.96
	42303779	09/29/2012	Actual-1000A-ROYALTY FEE		1,532.58	0.00	940.17	2,472.75
	42305547	09/29/2012	Actual-1215A-ADVERTISING		919.55	0.00	564.02	1,483.57
				Sub Total:	3,162.65	54.12	1,974.05	5,190.82
OCT-2012	26250020	10/21/2012	WYNREWARDS 5%		306.45	0.00	184.66	491.11
	30723046	10/01/2012	SUPER8 TRAINING		150.00	14.63	100.80	265.43
	42319104	10/30/2012	5718A-HughesNet VPN		105.00	10.24	68.97	184.21
	42319880	10/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	295.42	789.30
	42332027	10/30/2012	Actual-1000A-ROYALTY FEE		1,225.62	0.00	732.91	1,958.53
	42332422	10/30/2012	Actual-1215A-ADVERTISING		735.37	0.00	439.79	1,175.16
				Sub Total:	2,972.44	68.75	1,822.55	4,863.74
NOV-2012	1331224	11/18/2012	GDS & INTERNET BKGS		27.25	0.00	16.03	43.28
	26253058	11/21/2012	WYNREWARDS CRDT		-236.84	0.00	0.00	-236.84
	26254005	11/21/2012	WYNREWARDS 5%		238.70	0.00	140.10	378.80
	42345832	11/29/2012	5718A-HughesNet VPN		105.00	10.24	67.24	182.48
	42347212	11/29/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	288.01	781.89
	42363080	11/29/2012	Actual-1000A-ROYALTY FEE		1,072.32	0.00	625.09	1,697.41
	42365178	11/29/2012	Actual-1215A-ADVERTISING		643.39	0.00	375.05	1,018.44
	TA0331224	11/18/2012	T/A COMMISSIONS		5.51	0.00	3.29	8.80
	TM0331224	11/18/2012	MEMBER BENEFIT COMM		8.87	0.00	5.22	14.09
				Sub Total:	2,314.20	54.12	1,520.03	3,888.35
DEC-2012	1342886	12/18/2012	GDS & INTERNET BKGS		23.00	0.00	13.29	36.29
	26256294	12/21/2012	WYNREWARDS CRDT		-34.03	0.00	0.00	-34.03
	26257845	12/21/2012	WYNREWARDS 5%		220.17	0.00	125.84	346.01
	42380903	12/30/2012	5718A-HughesNet VPN		105.00	10.24	65.45	180.69
	42382545	12/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	280.35	774.23
	42395697	12/30/2012	Actual-1215A-ADVERTISING		524.82	0.00	297.75	822.57
	42396174	12/30/2012	Actual-1000A-ROYALTY FEE		874.71	0.00	496.43	1,371.14
	TA0342886	12/18/2012	T/A COMMISSIONS		63.71	0.00	36.61	100.32
	TC0342886	12/18/2012	T/A COMM SERVICE CHG		5.12	0.00	2.96	8.08
	TM0342886	12/18/2012	MEMBER BENEFIT COMM		4.64	0.00	2.62	7.26

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	TR0342886	12/18/2012	TMC / CONSORTIA		17.43	0.00	9.96	27.39
				Sub Total:	·,254.57	54.12	1,331.26	3,639.95
JAN-2013	1350426	01/24/2013	GDS & INTERNET BKGS		15.75	0.00	8.72	24.47
	26260508	01/21/2013	WYNREWARDS 5%		195.47	0.00	108.76	304.23
	26261686	01/21/2013	WYNREWARDS CRDT		-102.69	0.00	0.00	-102.69
	42401904	01/30/2013	5718A-HughesNet VPN		105.00	10.24	63.67	178.91
	42401935	01/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	272.70	766.58
	42425062	01/30/2013	Actual-1000A-ROYALTY FEE		657.89	0.00	363.23	1,021.12
	42425690	01/30/2013	Actual-1215A-ADVERTISING		394.74	0.00	217.91	612.65
				Sub Total:	1,716.16	54.12	1,034.99	2,805.27
FEB-2013	10658622	02/20/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	86.64	246.64
	10658624	02/20/2013	GUEST SATISFACTION		30.00	0.00	16.34	46.34
	26263946	02/21/2013	WYNREWARDS 5%		149.57	0.00	80.89	230.46
	42442002	02/27/2013	5718A-HughesNet VPN		105.00	10.24	62.05	177.29
	42442218	02/27/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	265.78	759.66
	42455233	02/27/2013	Actual-1000A-ROYALTY FEE		918.80	0.00	494.25	1,413.05
	42455330	02/27/2013	Actual-1215A-ADVERTISING		551.28	0.00	296.53	847.81
				Sub Total:	2,364.65	54.12	1,302.48	3,721.25
MAR-2013	26265854	03/21/2013	WYNREWARDS 5%		129.56	0.00	68.25	197.81
	42471491	03/30/2013	5718A-HughesNet VPN		105.00	10.24	60.26	175.50
	42473216	03/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	258.12	752.00
	42488643	03/30/2013	Actual-1000A-ROYALTY FEE		1,141.35	0.00	596.34	1,737.69
	42488644	03/30/2013	Actual-1215A-ADVERTISING		684.81	0.00	357.74	1,042.55
				Sub Total:	2,510.72	54.12	1,340.71	3,905.55
APR-2013	26271303	04/21/2013	WYNREWARDS 5%		198.68	0.00	101.62	300.30
	30783448	04/04/2013	GLOBAL CONFERENCE		1,049.00	0.00	475.78	1,524.78
	42501710	04/29/2013	5718A-HughesNet VPN		105.00	10.24	58.53	173.77
	42503218	04/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	250.71	744.59
	42517976	04/29/2013	Actual-1000A-ROYALTY FEE		1,138.34	0.00	577.72	1,716.06
	42517977	04/29/2013	Actual-1215A-ADVERTISING		683.01	0.00	346.71	1,029.72
				Sub Total:	3,624.03	54.12	1,811.07	5,489.22
MAY-2013	26273207	05/21/2013	WYNREWARDS 5%		249.85	0.00	124.04	373.89
	42524437	05/30/2013	5718A-HughesNet VPN		105.00	10.24	56.74	171.98
	42525184	05/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	243.05	736.93
	42547489	05/30/2013	Actual-1000A-ROYALTY FEE		1,179.27	0.00	580.23	1,759.50
	42547566	05/30/2013	Actual-1215A-ADVERTISING		707.56	0.00	348.13	1,055.69
				Sub Total:	2,691.68	54.12	1,352.19	4,097.99

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JUN-2013	26279175	06/21/2013	WYNREWARDS 5%		144.42	0.00	69.50	213.92
	42558785	06/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	235.64	729.52
	42560511	06/29/2013	5718A-HughesNet VPN		105.00	10.24	55.01	170.25
	42576197	06/29/2013	Actual-1215A-ADVERTISING		675.66	0.00	322.22	997.88
	42576445	06/29/2013	Actual-1000A-ROYALTY FEE		1,126.10	0.00	537.10	1,663.20
				Sub Total:	2,501.18	54.12	1,219.47	3,774.77
JUL-2013	26279375	07/21/2013	WYNREWARDS 5%		263.27	0.00	122.69	385.96
	42585466	07/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	227.98	721.86
	42589796	07/30/2013	5718A-HughesNet VPN		105.00	10.24	53.22	168.46
	42610622	07/30/2013	Actual-1000A-ROYALTY FEE		1,137.05	0.00	524.75	1,661.80
	42610623	07/30/2013	Actual-1215A-ADVERTISING		682.23	0.00	314.77	997.00
				Sub Total:	2,637.55	54.12	1,243.41	3,935.08
AUG-2013	1398826	08/22/2013	GDS & INTERNET BKGS		6.25	0.00	2.81	9.06
	26283200	08/21/2013	WYNREWARDS 5%		353.22	0.00	159.09	512.31
	30828772	08/21/2013	On Site Fee		100.00	0.00	45.35	145.35
	42621763	08/30/2013	5718A-HughesNet VPN		105.00	10.24	51.43	166.67
	42623702	08/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	220.32	714.20
	42636022	08/30/2013	Actual-1000A-ROYALTY FEE		1,220.49	0.00	544.41	1,764.90
	42636132	08/30/2013	Actual-1215A-ADVERTISING		732.29	0.00	326.56	1,058.85
				Sub Total:	2,967.25	54.12	1,349.97	4,371.34
SEP-2013	26286689	09/21/2013	WYNREWARDS 5%		377.97	0.00	164.44	542.41
	30839181	09/16/2013	SUPER8 TRAINING		170.00	16.58	81.65	268.23
	42651034	09/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	212.91	706.79
	42652751	09/29/2013	5718A-HughesNet VPN		105.00	10.24	49.70	164.94
	42665301	09/29/2013	Actual-1215A-ADVERTISING		814.21	0.00	350.90	1,165.11
	42665302	09/29/2013	Actual-1000A-ROYALTY FEE		1,357.02	0.00	584.89	1,941.91
				Sub Total:	3,274.20	70.70	1,444.49	4,789.39
OCT-2013	26290747	10/21/2013	WYNREWARDS 5%		387.15	0.00	162.60	549.75
	42673801	10/30/2013	5718A-HughesNet VPN		105.00	10.24	47.91	163.15
	42675122	10/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	205.25	699.13
	42695167	10/30/2013	Actual-1000A-ROYALTY FEE		1,030.37	0.00	428.16	1,458.53
	42695259	10/30/2013	Actual-1215A-ADVERTISING		618.22	0.00	256.82	875.04
	TA0417247	10/24/2013	T/A COMMISSIONS		14.16	0.00	5.93	20.09
				Sub Total:	2,604.90	54.12	1,106.67	3,765.69
NOV-2013	26294790	11/21/2013	WYNREWARDS 5%		302.14	0.00	122.17	424.31
	42701191	11/29/2013	5718A-HughesNet VPN		105.00	10.24	46.18	161.42
	42701747	11/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	197.84	691.72
	42724787	11/29/2013	Actual-1000A-ROYALTY FEE		1,003.56	0.00	401.95	1,405.51
	42724788	11/29/2013	Actual-1215A-ADVERTISING		602.13	0.00	241.11	843.24

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	2,462.83	54.12	1,009.25	3,526.20
DEC-2013	26298278	12/21/2013	WYNREWARDS 5%		89.64	0.00	34.87	124.51
	42730881	12/30/2013	5718A-HughesNet VPN		105.00	10.24	44.39	159.63
	42731158	12/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	190.18	684.06
	42740960	12/30/2013	Actual-1000A-ROYALTY FEE		860.92	0.00	331.37	1,192.29
	42740961	12/30/2013	Actual-1215A-ADVERTISING		516.55	0.00	198.90	715.45
				Sub Total:	2,022.11	54.12	799.71	2,875.94
JAN-2014	26301836	01/21/2014	WYNREWARDS 5%		148.10	0.00	55.42	203.52
	42759480	01/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	182.53	676.41
	42759781	01/30/2014	5718A-HughesNet VPN		105.00	10.24	42.61	157.85
	42785786	01/30/2014	Actual-1000A-ROYALTY FEE		629.34	0.00	232.51	861.85
	42785787	01/30/2014	Actual-1215A-ADVERTISING		377.61	0.00	139.48	517.09
				Sub Total:	1,710.05	54.12	652.55	2,416.72
FEB-2014	26308691	02/21/2014	WYNREWARDS 5%		182.53	0.00	65.47	248.00
	42796223	02/27/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	175.61	669.49
	42796765	02/27/2014	5718A-HughesNet VPN		105.00	10.24	40.99	156.23
	42813335	02/27/2014	Actual-1000A-ROYALTY FEE		905.41	0.00	321.85	1,227.26
	42813336	02/27/2014	Actual-1215A-ADVERTISING		543.24	0.00	193.14	736.38
				Sub Total:	2,186.18	54.12	797.06	3,037.36
MAR-2014	26309756	03/21/2014	WYNREWARDS 5%		120.47	0.00	41.57	162.04
	42824087	03/30/2014	5718A-HughesNet VPN		105.00	10.24	39.20	154.44
	42825555	03/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	167.95	661.83
	42841595	03/30/2014	Actual-1000A-ROYALTY FEE		1,042.97	0.00	354.60	1,397.57
	42841596	03/30/2014	Actual-1215A-ADVERTISING		625.78	0.00	212.78	838.56
				Sub Total:	2,344.22	54.12	816.10	3,214.44
APR-2014	26315953	04/21/2014	WYNREWARDS 5%		260.66	0.00	85.76	346.42
	42852592	04/29/2014	5718A-HughesNet VPN		105.00	10.24	37.47	152.71
	42853736	04/29/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	160.54	654.42
	42871889	04/29/2014	Actual-1000A-ROYALTY FEE		1,137.62	0.00	369.69	1,507.31
	42871905	04/29/2014	Actual-1215A-ADVERTISING		682.57	0.00	221.85	904.42
				Sub Total:	2,635.85	54.12	875.31	3,565.28
MAY-2014	26320531	05/21/2014	WYNREWARDS 5%		376.50	0.00	118.25	494.75
	42881796	05/30/2014	5718A-HughesNet VPN		105.00	10.24	35.68	150.92
	42882701	05/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	152.88	646.76
	42898597	05/30/2014	Actual-1000A-ROYALTY FEE		1,353.25	0.00	418.86	1,772.11
	42898598	05/30/2014	Actual-1215A-ADVERTISING		811.95	0.00	251.33	1,063.28
				Sub Total:	3,096.70	54.12	977.00	4,127.82

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JUN-2014	26327521	06/21/2014	WYNREWARDS 5%		235.94	0.00	70.45	306.39
	42910117	06/29/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	145.48	639 36
	42910815	06/29/2014	5718A-HughesNet VPN		105.00	10.24	33.95	149.19
	42927207	06/29/2014	Actual-1000A-ROYALTY FEE		1,164.08	0.00	342.81	1,506.89
	42927208	06/29/2014	Actual-1215A-ADVERTISING		698.45	0.00	205.75	904.20
				Sub Total:	2,653.47	54.12	798.44	3,506.03
JUL-2014	26334698	07/21/2014	WYNREWARDS 5%		546.84	0.00	155.04	701.88
	42938825	07/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	137.82	631.70
	42939667	07/30/2014	5718A-HughesNet VPN		105.00	10.24	32.16	147.40
	42957242	07/30/2014	Actual-1000A-ROYALTY FEE		1,758.33	0.00	490.53	2,248.86
	42957364	07/30/2014	Actual-1215A-ADVERTISING		1,055.00	0.00	294.37	1,349.37
				Sub Total:	3,915.17	54.12	1,109.92	5,079.21
AUG-2014	26338313	08/21/2014	WYNREWARDS 5%		373.22	0.00	100.01	473.23
	42959267	08/30/2014	5718A-HughesNet VPN		105.00	10.23	30.38	145.61
	42959293	08/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	130.11	623.98
	42968614	08/30/2014	Actual-1000A-ROYALTY FEE		1,517.07	0.00	399.75	1,916.82
	42968624	08/30/2014	Actual-1215A-ADVERTISING		910.24	0 00	239.83	1,150.07
				Sub Total:	3,355.53	54.10	900.08	4,309.71
SEP-2014	26343116	09/21/2014	WYNREWARDS 5%		489.12	0.00	123.52	612.64
	42986223	09/29/2014	HughesNet VPN:Franchisee;;24953:01-MAR-12:28-FEB-15:		105.00	10.23	28.65	143.88
	42986269	09/29/2014	WYNGUEST SUBSCRIPTION:Franchisee;;24953:01-AUG-12:31-JUL-15:		450.00	43.87	122.70	616.57
	43006497	09/29/2014	Actual-1000A-ROYALTY FEE		1,106.02	0.00	274.84	1,380.86
	43006860	09/29/2014	Actual-1215A-ADVERTISING		663.61	0.00	164.90	828.51
				Sub Total:	2,813.75	54.10	714.61	3,582.46
OCT-2014	26350590	10/21/2014	WYNREWARDS 5%		251.07	0.00	59.65	310.72
	30955517	10/09/2014	SUPER8 TRAINING		170.00	16.57	45.45	232.02
	30961648	10/16/2014	GLOBAL CONFERENCE		1,049.00	0.00	180.44	1,229.44
	43016883	10/30/2014	5718A-HughesNet VPN		105.00	10.23	26.87	142.10
	43017702	10/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	115.05	608.92
	43026571	10/30/2014	Actual-1000A-ROYALTY FEE		1,011.28	0.00	235.60	1,246.88
	43026756	10/30/2014	Actual-1215A-ADVERTISING		606.77	0.00	141.35	748.12
				Sub Total:	3,643.12	70.67	804.41	4,518.20
NOV-2014	26356306	11/21/2014	WYNREWARDS 5%		220.15	0.00	48.84	268.99
	43046145	11/29/2014	5718A-HughesNet VPN		105.00	10.23	25.13	140.36
	43047127	11/29/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	107.65	601.52

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	43063993	11/29/2014	Actual-1000A-ROYALTY FEE		780.89	0.00	170.18	951.07
	43064181	11/29/2014	Actual-1215A-ADVERTISING		468.53	0.00	102.14	570.67
				Sub Total:	2,024.57	54.10	453.94	2,532.61
DEC-2014	26361274	12/21/2014	WYNREWARDS 5%		226.55	0.00	46.88	273.43
	43072920	12/30/2014	5718A-HughesNet VPN		105.00	10.23	23.34	138.57
	43073802	12/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	100.00	593.87
	43089728	12/30/2014	Actual-1215A-ADVERTISING		439.65	0.00	88.97	528.62
	43090211	12/30/2014	Actual-1000A-ROYALTY FEE		732.75	0.00	148.36	881.11
				Sub Total:	1,953.95	54.10	407.55	2,415.60
JAN-2015	26366181	01/21/2015	WYNREWARDS 5%		274.39	0.00	52.56	326.95
	43102575	01/30/2015	5718A-HughesNet VPN		105.00	10.23	21.56	136.79
	43102838	01/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	92.34	586.21
	43123919	01/30/2015	Actual-1000A-ROYALTY FEE		625.58	0.00	116.98	742.56
	43123922	01/30/2015	Actual-1215A-ADVERTISING		375.35	0.00	70.20	445.55
				Sub Total:	1,830.32	54.10	353.64	2,238.06
FEB-2015	26372637	02/21/2015	WYNREWARDS 5%		147.99	0.00	26.05	174.04
	43129151	02/27/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	85.43	579.30
	43131857	02/27/2015	5718A-HughesNet VPN		105.00	10.23	19.94	135.17
	43148368	02/27/2015	Actual-1215A-ADVERTISING		537.97	0.00	93.08	631.05
	43148748	02/27/2015	Actual-1000A-ROYALTY FEE		896.61	0.00	155.13	1,051.74
				Sub Total:	2,137.57	54.10	379.63	2,571.30
MAR-2015	26378812	03/21/2015	WYNREWARDS 5%		257.78	0.00	41.78	299.56
	43159157	03/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	77.77	571.64
	43159323	03/30/2015	5718A-HughesNet VPN		105.00	10.23	18.16	133.39
	43181034	03/30/2015	Actual-1000A-ROYALTY FEE		998.45	0.00	157.29	1,155.74
	43181059	03/30/2015	Actual-1215A-ADVERTISING		599.07	0.00	94.40	693.47
				Sub Total:	2,410.30	54.10	389.40	2,853.80
APR-2015	26385176	04/21/2015	WYNREWARDS 5%		442.17	0.00	64.75	506.92
	43185760	04/29/2015	5718A-HughesNet VPN		105.00	10.23	16.42	131.65
	43187383	04/29/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	70.37	564.24
	43208345	04/29/2015	Actual-1215A-ADVERTISING		581.25	0.00	82.84	664.09
	43208895	04/29/2015	Actual-1000A-ROYALTY FEE		968.75	0.00	138.06	1,106.81
				Sub Total:	2,547.17	54.10	372.44	2,973.71
MAY-2015	26391918	05/21/2015	WYNREWARDS 5%		333.42	0.00	43.83	377.25
	43213074	05/30/2015	5718A-HughesNet VPN		105.00	10.23	14.64	129.87
	43214277	05/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	62.71	556.58
	43232204	05/30/2015	Actual-1000A-ROYALTY FEE		1,199.54	0.00	152.32	1,351.86
	43232205	05/30/2015	Actual-1215A-ADVERTISING		719.72	0.00	91.44	811.16

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	2,807.68	54.10	364.94	3,226.72
JUN-2015	26395997	06/21/2015	WYNREWARDS 5%		485.61	0.00	56.33	541.94
	31036347	06/29/2015	TMC RADIUS CREDIT		-2.90	0.00	0.00	-2.90
	43240543	06/29/2015	5718A-HughesNet VPN		105.00	10.23	12.91	128.14
	43241891	06/29/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	55.30	549.17
	43263696	06/29/2015	Actual-1000A-ROYALTY FEE		914.92	0.00	102.47	1,017.39
	43263697	06/29/2015	Actual-1215A-ADVERTISING		548.95	0.00	61.47	610.42
				Sub Total:	2,501.58	54.10	288.48	2,844.16
JUL-2015	26403741	07/21/2015	WYNREWARDS 5%		251.56	0.00	25.41	276.97
	43268450	07/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	47.65	541.52
	43270532	07/30/2015	5718A-HughesNet VPN		105.00	10.23	11.12	126.35
	43291871	07/30/2015	Actual-1000A-ROYALTY FEE		1,044.56	0.00	100.81	1,145.37
	43291872	07/30/2015	Actual-1215A-ADVERTISING		626.73	0.00	60.48	687.21
				Sub Total:	2,477.85	54.10	245.47	2,777.42
AUG-2015	26416675	08/21/2015	WYNREWARDS 5%		240.17	0.00	20.52	260.69
	43296882	08/30/2015	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	41.20	549.88
	43297589	08/30/2015	5718A-HughesNet VPN		105.00	10.23	9.34	124.57
	43319487	08/30/2015	Actual-1000A-ROYALTY FEE		727.87	0.00	58.95	786.82
	43319488	08/30/2015	Actual-1215A-ADVERTISING		436.72	0.00	35.37	472.09
				Sub Total:	1,973.26	55.41	165.38	2,194.05
SEP-2015	100747	09/29/2015	RETRAINFEE-SEP2015-1		250.00	0.00	16.52	266.52
	26424577	09/21/2015	WR FREE ENROLLMENTS		-17.24	0.00	0.00	-17.24
	26424578	09/21/2015	WYNREWARDS 5%		323.20	0.00	22.63	345.83
	31062585	09/28/2015	SUPER8 TRAINING		170.00	16.57	12.41	198.98
	43324654	09/29/2015	5718A-HughesNet VPN		105.00	10.23	7.61	122.84
	43326028	09/29/2015	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	33.57	542.25
	43346972	09/29/2015	Actual-1215A-ADVERTISING		763.52	0.00	50.38	813.90
	43346973	09/29/2015	Actual-1000A-ROYALTY FEE		1,272.54	0.00	83.98	1,356.52
				Sub Total:	3,330.52	71.98	227.10	3,629.60
OCT-2015	101215	10/30/2015	RETRAINFEE-OCT2015-1		250.00	0.00	12.64	262.64
	26426065	10/21/2015	WR FREE ENROLLMENTS		-5.22	0.00	0.00	-5.22
	26426066	10/21/2015	WYNREWARDS 5%		225.53	0.00	12.41	237.94
	43352085	10/30/2015	5718A-HughesNet VPN		105.00	10.23	5.83	121.06
	43353069	10/30/2015	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	25.68	534.36
	43373382	10/30/2015	Actual-1000A-ROYALTY FEE		789.19	0.00	39.85	829.04
	43373390	10/30/2015	Actual-1215A-ADVERTISING		473.51	0.00	23.92	497.43
				Sub Total:	2,301.51	55.41	120.33	2,477.25
NOV-2015	102106	11/29/2015	RETRAINFEE-NOV2015-0		250.00	0.00	8.89	258.89

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	26436199	11/21/2015	WYNREWARDS 5%		151.80	0.00	5.99	157.79
	43377993	11/29/2015	5718A-HughesNet VPN		105.00	10.23	4.09	119.32
	43379251	11/29/2015	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	18.06	526.74
	43401368	11/29/2015	Actual-1000A-ROYALTY FEE		898.26	0.00	31.88	930.14
	43401369	11/29/2015	Actual-1215A-ADVERTISING		538.96	0.00	19.12	558.08
				Sub Total:	2,407.52	55.41	88.03	2,550.96
DEC-2015	102990	12/30/2015	RETRAINFEE-DEC2015-0		250.00	0.00	5.01	255.01
	26450213	12/21/2015	WYNREWARDS 5%		242.63	0.00	5.95	248.58
	43407013	12/30/2015	5718A-HughesNet VPN		105.00	10.23	2.30	117.53
	43407404	12/30/2015	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	10.18	518.86
	43428900	12/30/2015	Actual-1000A-ROYALTY FEE		820.20	0.00	16.40	836.60
	43428901	12/30/2015	Actual-1215A-ADVERTISING		492.12	0.00	9.85	501.97
				Sub Total:	2,373.45	55.41	49.69	2,478.55
JAN-2016	104021	01/30/2016	RETRAINFEE-JAN2016-0		250.00	0.00	1.13	251.13
	26459353	01/21/2016	WYNREWARDS 5%		112.19	0.00	1.01	113.20
	43433338	01/30/2016	5718A-HughesNet VPN		105.00	10.23	0.52	115.75
	43433885	01/30/2016	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	2.29	510.97
	43454456	01/30/2016	Accrual-1000A-ROYALTY FEE	*	690.30	0.00	3.11	693.41
	43454457	01/30/2016	Accrual-1215A-ADVERTISING	*	414.18	0.00	1.86	416.04
				Sub Total:	2,035.17	55.41	9.92	2,100.50
FEB-2016	105339	02/28/2016	RETRAINFEE-FEB2016-0		250.00	0.00	0.00	250.00
	26470831	02/21/2016	WYNREWARDS 5%		198.18	0.00	0.00	198.18
	31109473	02/04/2016	AHLA FEE		80.00	0.00	0.00	80.00
	43460543	02/28/2016	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	0.00	508.68
	43461254	02/28/2016	5718A-HughesNet VPN		105.00	10.23	0.00	115.23
	43482919	02/28/2016	Accrual-1000A-ROYALTY FEE	*	699.55	0.00	0.00	699.55
	43482921	02/28/2016	Accrual-1215A-ADVERTISING	*	419.73	0.00	0.00	419.73
				Sub Total:	2,215.96	55.41	0.00	2,271.37
				Grand Total:	118,959.72	2,431.02	41,283.97	162,674.71

Requested By: Patrick Yeu

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

Shipment Receipt

'ransaction Date: 24 Mar 2016 **Tracking Number:** 1Z22445X0292384445

1 Address Information

Ship To:
Ripley Motel, LLC
Hal Hunter
545 Virginia
NEW MADRID MO 638691753

Ship From:
Wyndham Hotel Group - 22 Sylvan
Patrick Yeu
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-7831

Return Address:
Wyndham Hotel Group - 22 Sylvan
Patrick Yeu
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-7831

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Monday, Mar 28 2016
Shipping Fees Subtotal:	21.48 USD
Transportation	18.56 USD
Fuel Surcharge	0.47 USD
Delivery Area Surcharge- Extended	
Package 1	2.45 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

Charges: 21.48 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges: 9.52 USD

Total Charges: 9.52 USD

ote. Your invoice may vary from the displayed reference rates.

For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for ternational services.

EXHIBIT O

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 ● fax (800) 880-9445

May 13, 2016

VIA 2 DAY DELIVERY METHOD

Mr. Hal Hunter
Ripley Motel, LLC
545 Virginia
New Madrid, MO 63869

Re: **NOTICE OF TERMINATION** of Franchise Agreement, dated June 11, 1999, as amended (the "Agreement"), between Ripley Motel, LLC ("you" or "your") and Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc. ("we", "our" or "us") for the Super 8® System Unit #12398-87842-01 located in Ripley, TN (the "Facility")

Dear Mr. Hunter:

We write to give you formal notice of the termination of the Franchise granted under the Agreement to operate the Facility as part of the Super 8 System (the "Notice"). We previously advised you that if you did not cure your default prior to April 25, 2016, the Agreement would be subject to termination. This termination is a result of your failure to cure your default by the deadline provided. The termination of your Agreement is effective as of the date of this Notice (the "Termination Date").

Because the Agreement has terminated, you must perform your post-termination obligations such as the removal of all items that display or refer to the Super 8 brand at the Facility. The de-identification procedures are specified in the attachment to this Notice. These de-identification procedures must be completed within ten (10) days from the Termination Date.

You must also immediately pay us the full amount of all Recurring Fees and other charges due under the Agreement through the date you complete the de-identification process. We estimate that, as of May 13, 2016, you owe us $172,851.43 in Recurring Fees. This amount is described in more detail in the attached itemized statement. Additionally, you must pay us Liquidated Damages of $39,000.00 as specified in Section 18.1 of the Agreement. You must also pay de-commission fees of $326.00 for the termination of the Connectivity Equipment Lease and Services Addendum (the "Addendum"). The Addendum has also terminated on the Termination Date.

Please know that, because the Agreement has terminated, you also have lost the right to continue to use the seamless interface version of your property management system. You must now make arrangements with the software vendor for a new license to use the property management system. If the Facility has WynGuest system installed, please be advised that due to the termination you will have no functionality from the system. Should you wish to continue using an independent version of the software, please contact Sabre at 877-520-3646. If your property is planning to migrate to another property management system, please contact your provider to expedite the installation. If you would like to inquire about the data maintained in the system, please contact Hotel Technology Client Support at 506-646-2521 to obtain reporting of that data.

If within the ten (10) day period described above, you do not timely remove the exterior signage which bears the Super 8 name and Marks, we may exercise our rights under the Agreement and send an independent contractor to the Facility to remove all such signage at and around the Facility. The cost of sign removal will be added to your final invoice from us. If you object to the removal of the signage by our independent contractor, you must notify us within ten (10) days of the Termination Date.

If you do not timely complete each of these post-termination obligations, we will refer this matter to our legal department to ensure that we recover from you all amounts owed and that all of your post-termination obligations to us are performed.

This Notice does not modify, replace or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. Please consider this letter to be a notice and demand for payment under any Guaranty of the Agreement, directed to your Guarantors.

If you have any questions regarding your obligations under this Notice, please cor act Charlene Martin , Sr. Manager of Settlements, at (973) 753-7602.

Sincerely,

Suzanne Fenimore
Senior Director
Contracts Compliance

Enclosure

cc: Gene F. Huegerich (Guarantor)
Thomas J. Wieland (Guarantor)
Mike Mueller
Alice Lazore
Charlene Martin
Joe Maida
Michael Piccola

ITEMIZED STATEMENT

Report Date: 13-May-2016

As of Date (DD-MMM-YYYY)	:	13-May-2016
Customer No	:	12398-87842-01-SUP
Category Set	:	
Category Group	:	
Group No	:	
Bankruptcy	:	No Bankruptcy Sites
Disputed	:	No
Finance Charges Included	:	Yes
Customer No	:	12398-87842-01-SUP
Address	:	545 VIRGINIA ST.,NEW MADRID,MO,63869-1753,US
As of Date	:	13-May-2016

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
MAR-2012	30673456	03/14/2012	GLOBAL CONFERENCE		100.00	0.00	30.60	130.60
	42113823	03/30/2012	Actual-1215A-ADVERTISING		665.58	0.00	411.89	1,077.47
				Sub Total:	765.58	0.00	442.49	1,208.07
APR-2012	42148761	04/29/2012	Actual-1215A-ADVERTISING		624.06	0.00	449.56	1,073.62
				Sub Total:	624.06	0.00	449.56	1,073.62
MAY-2012	1292995	05/24/2012	GDS & INTERNET BKGS		5.95	0.00	4.19	10.14
	26232852	05/21/2012	WYNREWARDS 5%		170.19	0.00	120.74	290.93
	42164683	05/30/2012	5718A-HughesNet VPN		105.00	10.24	81.32	196.56
	42164725	05/30/2012	5625A-PRM SUPPORT		93.71	0.00	66.08	159.79
	42176278	05/30/2012	Actual-1215A-ADVERTISING		784.21	0.00	552.92	1,337.13
				Sub Total:	1,159.06	10.24	825.25	1,994.55
JUN-2012	26235756	06/21/2012	WYNREWARDS 5%		243.92	0.00	169.27	413.19
	42195127	06/29/2012	5718A-HughesNet VPN		105.00	10.24	79.59	194.83
	42195526	06/29/2012	5625A-PRM SUPPORT		93.71	0.00	64.68	158.39
	42212087	06/29/2012	Actual-1000A-ROYALTY FEE		1,300.09	0.00	897.00	2,197.09
	42212845	06/29/2012	Actual-1215A-ADVERTISING		780.06	0.00	538.20	1,318.26
				Sub Total:	2,522.78	10.24	1,748.74	4,281.76
JUL-2012	26240944	07/21/2012	WYNREWARDS 5%		175.36	0.00	119.11	294.47
	42220038	07/29/2012	5718A-HughesNet VPN		105.00	10.24	77.86	193.10
	42220637	07/29/2012	5625A-PRM SUPPORT		93.71	0.00	63.28	156.99
	42236542	07/30/2012	Actual-1215A-ADVERTISING		940.01	0.00	634.03	1,574.04
	42237557	07/30/2012	Actual-1000A-ROYALTY FEE		1,566.69	0.00	1,056.66	2,623.35

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	2,880.77	10.24	1,950.94	4,841.95
AUG-2012	1312382	08/23/2012	GDS & INTERNET BKGS		5.25	0.00	3.47	8.72
	26243278	08/21/2012	WYNREWARDS 5%		354.93	0.00	235.43	590.36
	42256594	08/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	325.56	819.44
	42256819	08/30/2012	5718A-HughesNet VPN		105.00	10.24	76.01	191.25
	42270443	08/30/2012	Actual-1000A-ROYALTY FEE		1,455.47	0.00	959.14	2,414.61
	42271921	08/30/2012	Actual-1215A-ADVERTISING		873.28	0.00	575.58	1,448.86
				Sub Total:	3,243.93	54.12	2,175.19	5,473.24
SEP-2012	26247404	09/21/2012	WYNREWARDS 5%		155.52	0.00	100.76	256.28
	42284989	09/29/2012	5718A-HughesNet VPN		105.00	10.24	74.28	189.52
	42286546	09/29/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	318.15	812.03
	42303779	09/29/2012	Actual-1000A-ROYALTY FEE		1,532.58	0.00	986.91	2,519.49
	42305547	09/29/2012	Actual-1215A-ADVERTISING		919.55	0.00	592.06	1,511.61
				Sub Total:	3,162.65	54.12	2,072.16	5,288.93
OCT-2012	26250020	10/21/2012	WYNREWARDS 5%		306.45	0.00	194.01	500.46
	30723046	10/01/2012	SUPER8 TRAINING		150.00	14.63	105.82	270.45
	42319104	10/30/2012	5718A-HughesNet VPN		105.00	10.24	72.49	187.73
	42319880	10/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	310.49	804.37
	42332027	10/30/2012	Actual-1000A-ROYALTY FEE		1,225.62	0.00	770.29	1,995.91
	42332422	10/30/2012	Actual-1215A-ADVERTISING		735.37	0.00	462.22	1,197.59
				Sub Total:	2,972.44	68.75	1,915.32	4,956.51
NOV-2012	1331224	11/18/2012	GDS & INTERNET BKGS		27.25	0.00	16.86	44.11
	26253058	11/21/2012	WYNREWARDS CRDT		-236.84	0.00	0.00	-236.84
	26254005	11/21/2012	WYNREWARDS 5%		238.70	0.00	147.38	386.08
	42345832	11/29/2012	5718A-HughesNet VPN		105.00	10.24	70.76	186.00
	42347212	11/29/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	303.08	796.96
	42363080	11/29/2012	Actual-1000A-ROYALTY FEE		1,072.32	0.00	657.79	1,730.11
	42365178	11/29/2012	Actual-1215A-ADVERTISING		643.39	0.00	394.67	1,038.06
	TA0331224	11/18/2012	T/A COMMISSIONS		5.51	0.00	3.46	8.97
	TM0331224	11/18/2012	MEMBER BENEFIT COMM		8.87	0.00	5.49	14.36
				Sub Total:	2,314.20	54.12	1,599.49	3,967.81
DEC-2012	1342886	12/18/2012	GDS & INTERNET BKGS		23.00	0.00	14.00	37.00
	26256294	12/21/2012	WYNREWARDS CRDT		-34.03	0.00	0.00	-34.03
	26257845	12/21/2012	WYNREWARDS 5%		220.17	0.00	132.55	352.72
	42380903	12/30/2012	5718A-HughesNet VPN		105.00	10.24	68.97	184.21
	42382545	12/30/2012	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	295.42	789.30
	42395697	12/30/2012	Actual-1215A-ADVERTISING		524.82	0.00	313.75	838.57
	42396174	12/30/2012	Actual-1000A-ROYALTY FEE		874.71	0.00	523.11	1,397.82
	TA0342886	12/18/2012	T/A COMMISSIONS		63.71	0.00	38.56	102.27
	TC0342886	12/18/2012	T/A COMM SERVICE CHG		5.12	0.00	3.12	8.24
	TM0342886	12/18/2012	MEMBER BENEFIT COMM		4.64	0.00	2.76	7.40

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	TR0342886	12/18/2012	TMC / CONSORTIA		17.43	0.00	10.49	27.92
				Sub Total:	2,254.57	54.12	1,402.73	3,711.42
JAN-2013	1350426	01/24/2013	GDS & INTERNET BKGS		15.75	0.00	9.20	24.95
	26260508	01/21/2013	WYNREWARDS 5%		195.47	0.00	114.72	310.19
	26261686	01/21/2013	WYNREWARDS CRDT		-102.69	0.00	0.00	-102.69
	42401904	01/30/2013	5718A-HughesNet VPN		105.00	10.24	67.19	182.43
	42401935	01/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	287.77	781.65
	42425062	01/30/2013	Actual-1000A-ROYALTY FEE		657.89	0.00	383.30	1,041.19
	42425690	01/30/2013	Actual-1215A-ADVERTISING		394.74	0.00	229.95	624.69
				Sub Total:	1,716.16	54.12	1,092.13	2,862.41
FEB-2013	10658622	02/20/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	91.52	251.52
	10658624	02/20/2013	GUEST SATISFACTION		30.00	0.00	17.26	47.26
	26263946	02/21/2013	WYNREWARDS 5%		149.57	0.00	85.45	235.02
	42442002	02/27/2013	5718A-HughesNet VPN		105.00	10.24	65.57	180.81
	42442218	02/27/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	280.85	774.73
	42455233	02/27/2013	Actual-1000A-ROYALTY FEE		918.80	0.00	522.27	1,441.07
	42455330	02/27/2013	Actual-1215A-ADVERTISING		551.28	0.00	313.34	864.62
				Sub Total:	2,364.65	54.12	1,376.26	3,795.03
MAR-2013	26265854	03/21/2013	WYNREWARDS 5%		129.56	0.00	72.20	201.76
	42471491	03/30/2013	5718A-HughesNet VPN		105.00	10.24	63.78	179.02
	42473216	03/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	273.19	767.07
	42488643	03/30/2013	Actual-1000A-ROYALTY FEE		1,141.35	0.00	631.15	1,772.50
	42488644	03/30/2013	Actual-1215A-ADVERTISING		684.81	0.00	378.62	1,063.43
				Sub Total:	2,510.72	54.12	1,418.94	3,983.78
APR-2013	26271303	04/21/2013	WYNREWARDS 5%		198.68	0.00	107.68	306.36
	30783448	04/04/2013	GLOBAL CONFERENCE		1,049.00	0.00	507.78	1,556.78
	42501710	04/29/2013	5718A-HughesNet VPN		105.00	10.24	62.05	177.29
	42503218	04/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	265.78	759.66
	42517976	04/29/2013	Actual-1000A-ROYALTY FEE		1,138.34	0.00	612.44	1,750.78
	42517977	04/29/2013	Actual-1215A-ADVERTISING		683.01	0.00	367.55	1,050.56
				Sub Total:	3,624.03	54.12	1,923.28	5,601.43
MAY-2013	26273207	05/21/2013	WYNREWARDS 5%		249.85	0.00	131.66	381.51
	42524437	05/30/2013	5718A-HughesNet VPN		105.00	10.24	60.26	175.50
	42525184	05/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	258.12	752.00
	42547489	05/30/2013	Actual-1000A-ROYALTY FEE		1,179.27	0.00	616.20	1,795.47
	42547566	05/30/2013	Actual-1215A-ADVERTISING		707.56	0.00	369.71	1,077.27
				Sub Total:	2,691.68	54.12	1,435.95	4,181.75

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JUN-2013	26279175	06/21/2013	WYNREWARDS 5%		144.42	0.00	73.91	218.33
	42558785	06/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	250.71	744.59
	42560511	06/29/2013	5718A-HughesNet VPN		105.00	10.24	58.53	173.77
	42576197	06/29/2013	Actual-1215A-ADVERTISING		675.66	0.00	342.82	1,018.48
	42576445	06/29/2013	Actual-1000A-ROYALTY FEE		1,126.10	0.00	571.44	1,697.54
				Sub Total:	2,501.18	54.12	1,297.41	3,852.71
JUL-2013	26279375	07/21/2013	WYNREWARDS 5%		263.27	0.00	130.72	393.99
	42585466	07/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	243.05	736.93
	42589796	07/30/2013	5718A-HughesNet VPN		105.00	10.24	56.74	171.98
	42610622	07/30/2013	Actual-1000A-ROYALTY FEE		1,137.05	0.00	559.43	1,696.48
	42610623	07/30/2013	Actual-1215A-ADVERTISING		682.23	0.00	335.57	1,017.80
				Sub Total:	2,637.55	54.12	1,325.51	4,017.18
AUG-2013	1398826	08/22/2013	GDS & INTERNET BKGS		6.25	0.00	3.00	9.25
	26283200	08/21/2013	WYNREWARDS 5%		353.22	0.00	169.86	523.08
	30828772	08/21/2013	On Site Fee		100.00	0.00	48.40	148.40
	42621763	08/30/2013	5718A-HughesNet VPN		105.00	10.24	54.95	170.19
	42623702	08/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	235.39	729.27
	42636022	08/30/2013	Actual-1000A-ROYALTY FEE		1,220.49	0.00	581.64	1,802.13
	42636132	08/30/2013	Actual-1215A-ADVERTISING		732.29	0.00	348.89	1,081.18
				Sub Total:	2,967.25	54.12	1,442.13	4,463.50
SEP-2013	26286689	09/21/2013	WYNREWARDS 5%		377.97	0.00	175.97	553.94
	30839181	09/16/2013	SUPER8 TRAINING		170.00	16.58	87.34	273.92
	42651034	09/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	227.98	721.86
	42652751	09/29/2013	5718A-HughesNet VPN		105.00	10.24	53.22	168.46
	42665301	09/29/2013	Actual-1215A-ADVERTISING		814.21	0.00	375.73	1,189.94
	42665302	09/29/2013	Actual-1000A-ROYALTY FEE		1,357.02	0.00	626.28	1,983.30
				Sub Total:	3,274.20	70.70	1,546.52	4,891.42
OCT-2013	26290747	10/21/2013	WYNREWARDS 5%		387.15	0.00	174.41	561.56
	42673801	10/30/2013	5718A-HughesNet VPN		105.00	10.24	51.43	166.67
	42675122	10/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	220.32	714.20
	42695167	10/30/2013	Actual-1000A-ROYALTY FEE		1,030.37	0.00	459.59	1,489.96
	42695259	10/30/2013	Actual-1215A-ADVERTISING		618.22	0.00	275.67	893.89
	TA0417247	10/24/2013	T/A COMMISSIONS		14.16	0.00	6.36	20.52
				Sub Total:	2,604.90	54.12	1,187.78	3,846.80
NOV-2013	26294790	11/21/2013	WYNREWARDS 5%		302.14	0.00	131.38	433.52
	42701191	11/29/2013	5718A-HughesNet VPN		105.00	10.24	49.70	164.94
	42701747	11/29/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	212.91	706.79
	42724787	11/29/2013	Actual-1000A-ROYALTY FEE		1,003.56	0.00	432.56	1,436.12
	42724788	11/29/2013	Actual-1215A-ADVERTISING		602.13	0.00	259.47	861.60

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	2,462.83	54.12	1,086.02	3,602.97
DEC-2013	26298276	12/21/2013	WYNREWARDS 5%		89.64	0.00	37.60	127.24
	42730881	12/30/2013	5718A-HughesNet VPN		105.00	10.24	47.91	163.15
	42731158	12/30/2013	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	205.25	699.13
	42740960	12/30/2013	Actual-1000A-ROYALTY FEE		860.92	0.00	357.62	1,218.54
	42740961	12/30/2013	Actual-1215A-ADVERTISING		516.55	0.00	214.66	731.21
				Sub Total:	2,022.11	54.12	863.04	2,939.27
JAN-2014	26301836	01/21/2014	WYNREWARDS 5%		[illegible].10	0.00	59.94	208.04
	42759480	01/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	197.60	691.48
	42759781	01/30/2014	5718A-HughesNet VPN		105.00	10.24	46.13	161.37
	42785786	01/30/2014	Actual-1000A-ROYALTY FEE		629.34	0.00	251.70	881.04
	42785787	01/30/2014	Actual-1215A-ADVERTISING		377.61	0.00	150.99	528.60
				Sub Total:	1,710.05	54.12	706.36	2,470.53
FEB-2014	26308691	02/21/2014	WYNREWARDS 5%		182.53	0.00	71.04	253.57
	42796223	02/27/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	190.68	684.56
	42796765	02/27/2014	5718A-HughesNet VPN		105.00	10.24	44.51	159.75
	42813335	02/27/2014	Actual-1000A-ROYALTY FEE		905.41	0.00	349.46	1,254.87
	42813336	02/27/2014	Actual-1215A-ADVERTISING		543.24	0.00	209.71	752.95
				Sub Total:	2,186.18	54.12	865.40	3,105.70
MAR-2014	26309756	03/21/2014	WYNREWARDS 5%		120.47	0.00	45.25	165.72
	42824087	03/30/2014	5718A-HughesNet VPN		105.00	10.24	42.72	157.96
	42825555	03/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	183.02	676.90
	42841595	03/30/2014	Actual-1000A-ROYALTY FEE		1,042.97	0.00	386.41	1,429.38
	42841596	03/30/2014	Actual-1215A-ADVERTISING		625.78	0.00	231.87	857.65
				Sub Total:	2,344.22	54.12	889.27	3,287.61
APR-2014	26315953	04/21/2014	WYNREWARDS 5%		260.66	0.00	93.71	354.37
	42852592	04/29/2014	5718A-HughesNet VPN		105.00	10.24	40.99	156.23
	42853736	04/29/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	175.61	669.49
	42871889	04/29/2014	Actual-1000A-ROYALTY FEE		1,137.62	0.00	404.38	1,542.00
	42871905	04/29/2014	Actual-1215A-ADVERTISING		682.57	0.00	242.67	925.24
				Sub Total:	2,635.85	54.12	957.36	3,647.33
MAY-2014	26320531	05/21/2014	WYNREWARDS 5%		376.50	0.00	129.74	506.24
	42881796	05/30/2014	5718A-HughesNet VPN		105.00	10.24	39.20	154.44
	42882701	05/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	167.95	661.83
	42898597	05/30/2014	Actual-1000A-ROYALTY FEE		1,353.25	0.00	460.14	1,813.39
	42898598	05/30/2014	Actual-1215A-ADVERTISING		811.95	0.00	276.10	1,088.05
				Sub Total:	3,096.70	54.12	1,073.13	4,223.95

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JUN-2014	26327521	06/21/2014	WYNREWARDS 5%		235.94	0.00	77.65	313.59
	42910117	06/29/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	160.55	654.43
	42910815	06/29/2014	5718A-HughesNet VPN		105.00	10.24	37.47	152.71
	42927207	06/29/2014	Actual-1000A-ROYALTY FEE		1,164.08	0.00	378.31	1,542.39
	42927208	06/29/2014	Actual-1215A-ADVERTISING		698.45	0.00	227.06	925.51
				Sub Total:	2,653.47	54.12	881.04	3,588.63
JUL-2014	26334698	07/21/2014	WYNREWARDS 5%		546.84	0.00	171.72	718.56
	42938825	07/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.88	152.89	646.77
	42939667	07/30/2014	5718A-HughesNet VPN		105.00	10.24	35.68	150.92
	42957242	07/30/2014	Actual-1000A-ROYALTY FEE		1,758.33	0.00	544.15	2,302.48
	42957364	07/30/2014	Actual-1215A-ADVERTISING		1,055.00	0.00	326.55	1,381.55
				Sub Total:	3,915.17	54.12	1,230.99	5,200.28
AUG-2014	26338313	08/21/2014	WYNREWARDS 5%		373.22	0.00	111.39	484.61
	42959267	08/30/2014	5718A-HughesNet VPN		105.00	10.23	33.90	149.13
	42959293	08/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	145.17	639.04
	42968614	08/30/2014	Actual-1000A-ROYALTY FEE		1,517.07	0.00	446.02	1,963.09
	42968624	08/30/2014	Actual-1215A-ADVERTISING		910.24	0.00	267.59	1,177.83
				Sub Total:	3,355.53	54.10	1,004.07	4,413.70
SEP-2014	26343116	09/21/2014	WYNREWARDS 5%		489.12	0.00	138.44	627.56
	42986223	09/29/2014	HughesNet VPN:Franchisee;;24953:01-MAR-12:28-FEB-15:		105.00	10.23	32.17	147.40
	42986269	09/29/2014	WYNGUEST SUBSCRIPTION:Franchisee;;24953:01-AUG-12:31-JUL-15:		450.00	43.87	137.76	631.63
	43006497	09/29/2014	Actual-1000A-ROYALTY FEE		1,106.02	0.00	308.57	1,414.59
	43006860	09/29/2014	Actual-1215A-ADVERTISING		663.61	0.00	185.14	848.75
				Sub Total:	2,813.75	54.10	802.08	3,669.93
OCT-2014	26350590	10/21/2014	WYNREWARDS 5%		251.07	0.00	67.31	318.38
	30955517	10/09/2014	SUPER8 TRAINING		170 00	16.57	51.14	237.71
	30961648	10/16/2014	GLOBAL CONFERENCE		1,049.00	0.00	212.44	1,261.44
	43016883	10/30/2014	5718A-HughesNet VPN		105.00	10.23	30.39	145.62
	43017702	10/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	130.11	623.98
	43026571	10/30/2014	Actual-1000A-ROYALTY FEE		1,011.28	0.00	266.44	1,277.72
	43026756	10/30/2014	Actual-1215A-ADVERTISING		606.77	0.00	159.85	766 62
				Sub Total:	3,643.12	70.67	917.68	4,631.47
NOV-2014	26356306	11/21/2014	WYNREWARDS 5%		220.15	0.00	55.55	275.70
	43046145	11/29/2014	5718A-HughesNet VPN		105.00	10.23	28.65	143.88
	43047127	11/29/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	122.71	616.58

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	43063993	11/29/2014	Actual-1000A-ROYALTY FEE		780.89	0.00	193.99	974.88
	43064181	11/29/2014	Actual-1215A-ADVERTISING		468.53	0.00	116.43	584.96
				Sub Total:	2,024.57	54.10	517.33	2,596.00
DEC-2014	26361274	12/21/2014	WYNREWARDS 5%		226.55	0.00	53.79	280.34
	43072920	12/30/2014	5718A-HughesNet VPN		105.00	10.23	26.86	142.09
	43073802	12/30/2014	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	115.06	608.93
	43089728	12/30/2014	Actual-1215A-ADVERTISING		439.65	0.00	102.37	542.02
	43090211	12/30/2014	Actual-1000A-ROYALTY FEE		732.75	0.00	170.71	903.46
				Sub Total:	1,953.95	54.10	468.79	2,476.84
JAN-2015	26366181	01/21/2015	WYNREWARDS 5%		274.39	0.00	60.93	335.32
	43102575	01/30/2015	5718A-HughesNet VPN		105.00	10.23	25.08	140.31
	43102838	01/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	107.40	601.27
	43123919	01/30/2015	Actual-1000A-ROYALTY FEE		625.58	0.00	136.06	761.64
	43123922	01/30/2015	Actual-1215A-ADVERTISING		375.35	0.00	81.65	457.00
				Sub Total:	1,830.32	54.10	411.12	2,295.54
FEB-2015	26372637	02/21/2015	WYNREWARDS 5%		147.99	0.00	30.56	178.55
	43129151	02/27/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	100.49	594.36
	43131857	02/27/2015	5718A-HughesNet VPN		105.00	10.23	23.46	138.69
	43148368	02/27/2015	Actual-1215A-ADVERTISING		537.97	0.00	109.49	647.46
	43148748	02/27/2015	Actual-1000A-ROYALTY FEE		896.61	0.00	182.48	1,079.09
				Sub Total:	2,137.57	54.10	446.48	2,638.15
MAR-2015	26378812	03/21/2015	WYNREWARDS 5%		257.78	0.00	49.65	307.43
	43159157	03/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	92.83	586.70
	43159323	03/30/2015	5718A-HughesNet VPN		105.00	10.23	21.68	136.91
	43181034	03/30/2015	Actual-1000A-ROYALTY FEE		998.45	0.00	187.75	1,186.20
	43181059	03/30/2015	Actual-1215A-ADVERTISING		599.07	0.00	112.68	711.75
				Sub Total:	2,410.30	54.10	464.59	2,928.99
APR-2015	26385176	04/21/2015	WYNREWARDS 5%		442.17	0.00	78.23	520.40
	43185760	04/29/2015	5718A-HughesNet VPN		105.00	10.23	19.94	135.17
	43187383	04/29/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	85.43	579.30
	43208345	04/29/2015	Actual-1215A-ADVERTISING		581.25	0.00	100.57	681.82
	43208895	04/29/2015	Actual-1000A-ROYALTY FEE		968.75	0.00	167.61	1,136.36
				Sub Total:	2,547.17	54.10	451.78	3,053.05
MAY-2015	26391918	05/21/2015	WYNREWARDS 5%		333.42	0.00	54.00	387.42
	43213074	05/30/2015	5718A-HughesNet VPN		105.00	10.23	18.16	133.39
	43214277	05/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	77.77	571.64
	43232204	05/30/2015	Actual-1000A-ROYALTY FEE		1,199.54	0.00	188.90	1,388.44
	43232205	05/30/2015	Actual-1215A-ADVERTISING		719.72	0.00	113.40	833.12

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	2,807.68	54.10	452.23	3,314.01
JUN-2015	26395997	06/21/2015	WYNREWARDS 5%		485.61	0.00	71.14	556.75
	31036347	06/29/2015	TMC RADIUS CREDIT		-2.90	0.00	0.00	-2.90
	43240543	06/29/2015	5718A-HughesNet VPN		105.00	10.23	16.43	131.66
	43241891	06/29/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	70.36	564.23
	43263696	06/29/2015	Actual-1000A-ROYALTY FEE		914.92	0.00	130.37	1,045.29
	43263697	06/29/2015	Actual-1215A-ADVERTISING		548.95	0.00	78.21	627.16
				Sub Total:	2,501.58	54.10	366.51	2,922.19
JUL-2015	26403741	07/21/2015	WYNREWARDS 5%		251.56	0.00	33.08	284.64
	43268450	07/30/2015	5034A-WYNGUEST SUBSCRIPTION		450.00	43.87	62.71	556.58
	43270532	07/30/2015	5718A-HughesNet VPN		105.00	10.23	14.64	129.87
	43291871	07/30/2015	Actual-1000A-ROYALTY FEE		1,044.56	0.00	132.67	1,177.23
	43291872	07/30/2015	Actual-1215A-ADVERTISING		626.73	0.00	79.59	706.32
				Sub Total:	2,477.85	54.10	322.69	2,854.64
AUG-2015	26416675	08/21/2015	WYNREWARDS 5%		240.17	0.00	27.84	268.01
	43296882	08/30/2015	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	56.71	565.39
	43297589	08/30/2015	5718A-HughesNet VPN		105.00	10.23	12.86	128.09
	43319487	08/30/2015	Actual-1000A-ROYALTY FEE		727.87	0.00	81.15	809.02
	43319488	08/30/2015	Actual-1215A-ADVERTISING		436.72	0.00	48.69	485.41
				Sub Total:	1,973.26	55.41	227.25	2,255.92
SEP-2015	100747	09/29/2015	RETRAINFEE-SEP2015-1		250.00	0.00	24.15	274.15
	26424577	09/21/2015	WR FREE ENROLLMENTS		-17.24	0.00	0.00	-17.24
	26424578	09/21/2015	WYNREWARDS 5%		323.20	0.00	32.49	355.69
	31062585	09/28/2015	SUPER8 TRAINING		170.00	16.57	18.10	204.67
	43324654	09/29/2015	5718A-HughesNet VPN		105.00	10.23	11.13	126.36
	43326028	09/29/2015	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	49.08	557.76
	43346972	09/29/2015	Actual-1215A-ADVERTISING		763.52	0.00	73.66	837.18
	43346973	09/29/2015	Actual-1000A-ROYALTY FEE		1,272.54	0.00	122.79	1,395.33
				Sub Total:	3,330.52	71.98	331.40	3,733.90
OCT-2015	101215	10/30/2015	RETRAINFEE-OCT2015-1		250.00	0.00	20.27	270.27
	26426065	10/21/2015	WR FREE ENROLLMENTS		-5.22	0.00	0.00	-5.22
	26426066	10/21/2015	WYNREWARDS 5%		225.53	0.00	19.29	244.82
	43352085	10/30/2015	5718A-HughesNet VPN		105.00	10.23	9.35	124.58
	43353069	10/30/2015	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	41.19	549.87
	43373382	10/30/2015	Actual-1000A-ROYALTY FEE		789.19	0.00	63.92	853.11
	43373390	10/30/2015	Actual-1215A-ADVERTISING		473.51	0.00	38.36	511.87
				Sub Total:	2,301.51	55.41	192.38	2,549.30
NOV-2015	102106	11/29/2015	RETRAINFEE-NOV2015-0		250.00	0.00	16.52	266.52

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	26436199	11/21/2015	WYNREWARDS 5%		151.80	0.00	10.62	162.42
	43377993	11/29/2015	5718A-HughesNet VPN		105.00	10.23	7.61	122.84
	43379251	11/29/2015	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	33.57	542.25
	43401368	11/29/2015	Actual-1000A-ROYALTY FEE		898.26	0.00	59.27	957.53
	43401369	11/29/2015	Actual-1215A-ADVERTISING		538.96	0.00	35.55	574.51
				Sub Total:	2,407.52	55.41	163.14	2,626.07
DEC-2015	102990	12/30/2015	RETRAINFEE-DEC2015-0		250.00	0.00	12.64	262.64
	26450213	12/21/2015	WYNREWARDS 5%		242.63	0.00	13.35	255.98
	43407013	12/30/2015	5718A-HughesNet VPN		105.00	10.23	5.82	121.05
	43407404	12/30/2015	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	25.69	534.37
	43428900	12/30/2015	Actual-1000A-ROYALTY FEE		820.20	0.00	41.41	861.61
	43428901	12/30/2015	Actual-1215A-ADVERTISING		492.12	0.00	24.86	516.98
				Sub Total:	2,373.45	55.41	123.77	2,552.63
JAN-2016	104021	01/30/2016	RETRAINFEE-JAN2016-0		250.00	0.00	8.76	258.76
	26459353	01/21/2016	WYNREWARDS 5%		112.19	0.00	4.43	116.62
	43433338	01/30/2016	5718A-HughesNet VPN		105.00	10.23	4.04	119.27
	43433885	01/30/2016	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	17.80	526.48
	43454456	01/30/2016	Accrual-1000A-ROYALTY FEE	•	690.30	0.00	24.16	714.46
	43454457	01/30/2016	Accrual-1215A-ADVERTISING	•	414.18	0.00	14.49	428.67
				Sub Total:	2,035.17	55.41	73.68	2,164.26
FEB-2016	105339	02/28/2016	RETRAINFEE-FEB2016-0		250.00	0.00	5.13	255.13
	26470831	02/21/2016	WYNREWARDS 5%		198.18	0.00	4.75	202.93
	31109473	02/04/2016	AHLA FEE		80.00	0.00	0.00	80.00
	43460543	02/28/2016	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	10.43	519.11
	43461254	02/28/2016	5718A-HughesNet VPN		105.00	10.23	2.36	117.59
	43482919	02/28/2016	Accrual-1000A-ROYALTY FEE	•	699.55	0.00	14.34	713.89
	43482921	02/28/2016	Accrual-1215A-ADVERTISING	•	419.73	0.00	8.61	428.34
				Sub Total:	2,215.96	55.41	45.62	2,316.99
MAR-2016	105752	03/30/2016	RETRAINFEE-MAR2016-0		250.00	0.00	1.25	251.25
	26476835	03/21/2016	WYNREWARDS 5%		147.65	0.00	1.40	149.05
	43486615	03/30/2016	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	2.54	511.22
	43487889	03/30/2016	5718A-HughesNet VPN		105.00	10.23	0.58	115.81
	43508421	03/30/2016	Accrual-1000A-ROYALTY FEE	•	1,056.15	0.00	5.28	1,061.43
	43508422	03/30/2016	Accrual-1215A-ADVERTISING	•	633.69	0.00	3.17	636.86
				Sub Total:	2,655.99	55.41	14.22	2,725.62
APR-2016	106407	04/29/2016	RETRAINFEE-APR2016-1		250.00	0.00	0.00	250.00
	26488959	04/21/2016	WYNREWARDS 5%		204.81	0.00	0.00	204.81
	31135777	04/05/2016	GLOBAL CONFERENCE		1,149.00	0.00	0.00	1,149.00
	43512324	04/29/2016	5718A-HughesNet VPN		105.00	10.23	0.00	115.23
	43513054	04/29/2016	5034A-WYNGUEST SUBSCRIPTION		463.50	45.18	0.00	508.68
	43533559	04/29/2016	Actual-1000A-ROYALTY FEE		965.23	0.00	0.00	965.23

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	43533788	04/29/2016	Actual-1215A-ADVERTISING		579.14	0.00	0.00	579.14
				Sub Total:	3,716.68	55.41	0.00	3,772.09
				Grand Total:	125,332.39	2,541.84	44,977.20	172,851.43

Requested By: Patrick Yeu

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

Shipment Receipt

Transaction Date: 13 May 2016 **Tracking Number:** 1Z22445X0296779379

1 Address Information

Ship To:	Ship From:	Return Address:
Ripley Motel, LLC Hal Hunter 545 Virginia NEW MADRID MO 638691753	Wyndham Hotel Group - 22 Sylvan Patrick Yeu 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7831	Wyndham Hotel Group - 22 Sylvan Patrick Yeu 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7831

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Tuesday, May 17, 2016
Shipping Fees Subtotal:	21.59 USD
Transportation	18.56 USD
Fuel Surcharge	0.58 USD
Delivery Area Surcharge- Extended	
Package 1	2.45 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

Charges: 21.59 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges: 3.57 USD

Total Charges: 3.57 USD

Note: Your invoice may vary from the displayed reference rates.

' For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.